


IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

PUREWICK CORPORATION,	)	
	)	
Plaintiff/Counterclaim Defendant,	)	<b>Redacted - Public Version</b>
	)	
v.	)	C.A. No. 19-1508-MN
	)	
SAGE PRODUCTS, LLC,	)	
	)	
Defendant/Counterclaim Plaintiff.	)	
	)	

**PROPOSED JOINT FINAL PRETRIAL ORDER**

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Dated: March 14, 2022

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1. This Final Pretrial Order contains all the materials required pursuant to this Court's Standing Order and Local Rule 16.3(c). Where the parties have competing proposals or statements, such language is preceded by bolded text.

## **I. NATURE OF THE CASE**

2. This matter comes before the Court at a final pretrial conference held pursuant to Rule 16 of the Federal Rules of Civil Procedure and Local Rule 16.3(c). The parties are Plaintiff PureWick Corporation ("PureWick" or "Plaintiff") and Defendant Sage Products, LLC ("Sage" or "Defendant").

3. This is an action for patent infringement. PureWick filed suit against Sage on August 8, 2019, accusing Sage of infringing U.S. Patent Nos. 8,287,508 ("the '508 patent) and 10,226,376 ("the '376 patent). D.I. 1. On October 2, 2019, PureWick filed a First Amended Complaint adding a claim that Sage infringes PureWick's U.S. Patent No. 10,390,989 ("the '989 patent"). D.I. 9. On May 18, 2020, PureWick filed a Second Amended Complaint, adding a claim that Sage infringes U.S. Patent No. 10,376,407 ("the '407 patent") (collectively with the '508 patent, '376 patent and '989 patent, the "Patents-in-Suit"). D.I. 44.

4. The Patents-in-Suit are directed to external urine collection devices. PureWick alleged in its Second Amended Complaint that Sage infringes the '508, '376 and '989 patents by making, using, offering for sale, selling, and/or importing into the United States the PrimaFit® product, and that Sage infringes the '407 patent by making, using, offering for sale, selling and/or importing into the United States the PrimoFit® product.

5. Sage filed its Answer and Counterclaims to PureWick's First Amended Complaint on November 1, 2019. D.I. 12. On June 1, 2020, Sage filed its Answer and Counterclaims to PureWick's Second Amended Complaint. D.I. 53. Sage's Answer and Counterclaims seek a declaration that there is no infringement of any of the Patents-in-Suit and that the patents-in-suit

are invalid and unenforceable. Sage also asserted affirmative defenses including: failure to state a claim; lack of direct, induced, and contributory infringement; lack of willful infringement; invalidity; prosecution history estoppel; principles of equity, including waiver, estoppel, unclean hands, and/or acquiescence; right to seek damages limited or barred by 35 U.S.C. § 287; damages barred by 35 U.S.C. § 288; no injunctive relief; and no damages suffered by PureWick; and Sage entitled to an award of attorneys' fees pursuant to 35 U.S.C. § 285. *Id.* Sage demanded a jury trial.

6. On November 22, 2019, PureWick filed a motion to dismiss Sage's unenforceability counterclaims and strike Sage's sixth affirmative defense relating to Sage's equitable defenses. D.I. 15; D.I. 16; D.I. 19; D.I. 21. After a hearing on the issues, on May 18, 2020, PureWick withdrew its motion to dismiss and motion to strike. D.I. 45.

7. On August 10, 2020, Sage filed a Petition for Inter Partes Review on the 508 patent. On February 17, 2021, the Patent Trial and Appeal Board instituted trial on that patent.

8. On February 2, 2021, the Court held a claim construction hearing, and on February 17, 2021, the Court issued a claim construction order. D.I. 128. Fact discovery closed April 16, 2021.

9. On February 14, 2021, the Patent Trial and Appeal Board issued a Final Written Decision invalidating all asserted claim of the '508 patent. On February 23, 2022, the Court stayed PureWick's claim of infringement with respect to the '508 patent and Sage's associated counterclaims of noninfringement, invalidity, and unenforceability on the 508 patent.

10. On February 23, 2022, the Court held a hearing to address *Daubert* issues and summary judgment. Rulings were entered on the record.

11. A pretrial conference is scheduled to be held on March 21, 2022 at 2:00 p.m. Trial is scheduled to begin on March 28, 2022.

12. It is noted that, on January 26, 2022, PureWick filed a second action in this district on Sage's PrimaFit 2.0 product. *PureWick Corp. v. Sage Prod., LLC*, No. 22-102-MN, D.I. 1 (Jan. 26, 2022).<sup>1</sup>

## **II. FEDERAL JURISDICTION**

13. This Court has federal-question jurisdiction over this action because it arises under the patent laws of the United States, 35 U.S.C. § 1 et seq.

14. This Court has original jurisdiction over the subject matter of both PureWick's claims and Sage's defenses and counterclaims pursuant to 28 U.S.C. §§ 1331, 1338, 2201, 2202 and the patent laws of the United States, including 35 U.S.C. § 271 et seq.

15. No party contests personal or subject matter jurisdiction for purposes of this action.

16. No party contests venue for purposes of this action in this District pursuant to 28 U.S.C. §§ 1391 and 1400(b).

## **III. UNCONTESTED FACTS**

17. The parties respectfully submit a Joint Statement of Undisputed Facts as **Schedule A**. A party, with the consent of the Court, may read any or all of the undisputed facts to the jury.

## **IV. ISSUES OF FACT THAT REMAIN TO BE LITIGATED**

18. PureWick's Statement of Issues of Fact that Remain to be Litigated is attached as **Schedule B1**.

19. Sage's Statement of Issues of Fact that Remain to be Litigated is attached as **Schedule B2**.

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<sup>1</sup> Given the time constraints and the now-pending second case, Sage is not arguing at trial that PrimaFit 2.0 is a non-infringing alternative in the present lawsuit. Sage maintains its position that PrimaFit 2.0 does not infringe and reserves all rights with regard to the second lawsuit.

20. The parties reserve the right to modify or supplement their statements as needed to fairly reflect the Court's rulings on motions, any other subsequent orders of the Court, or by agreement of the parties. If the Court determines that any issue identified in a party's statement of issues of fact that remain to be litigated is instead more properly considered an issue of law that remains to be litigated, it should be so considered.

## **V. ISSUES OF LAW THAT REMAIN TO BE LITIGATED**

21. PureWick's Statement of the Issues of Law that Remain to be Litigated is set forth in **Schedule C1**.

22. Sage's Statement of the Issues of Law that Remain to be Litigated is set forth in **Schedule C2**.

## **VI. EXHIBITS**

23. PureWick's list of trial exhibits that it may offer at trial, including Sage's objections, is attached as **Schedule D1**. **[PureWick]**: PureWick submits that Defendant waived its objections to several exhibits by failing to timely provide the objections as required by Fed. R. Civ. P. 26(a)(3)(B). By agreement, the parties exchanged lists of trial exhibits on Jan. 18, 2022 and objections to exhibits on February 18, 2022. There were several exhibits on PureWick's list for which Sage did not assert any objections. Because Sage raised these objections more than 14 days after PureWick identified the exhibits, and long after the parties agreed deadline for serving objections, Sage's untimely objections were waived. *See* Fed. R. Civ. P. 26(a)(3)(B). **[Sage]**: PureWick does not identify any particular objections; however, Sage does not believe its objections were untimely as PureWick is aware of them and they are being submitted herewith. In any case, Fed. R. Civ. P. 26(a)(3)(B) provides that objections pursuant to Fed. R. Evid. 402 and 403 are not waived, and other objections may also be subsequently amended for good cause.

24. Sage's list of trial exhibits that it may offer at trial, including PureWick's objections, is attached as **Schedule D2**.

25. Joint trial exhibits will be marked with "JTX" numbers. The parties joint list of trial exhibits they may offer at trial, including objections, is attached as **Schedule D3**.

26. The parties shall provide a completed AO Form 187 exhibit list to the Court on the first day of trial.

27. Each party reserves the right to offer an exhibit designated by the other party, even if not introduced by the designating party. If the non-designating party offers into evidence an exhibit designated but not introduced by the designating party, the designating party reserves its right to object to the introduction into evidence of that exhibit, depending on the use for which it is being offered. The pretrial order contains the maximum universe of exhibits to be used by any party (other than solely for impeachment) as well as all objections to the admission of such exhibits. Exhibits not listed will not be admitted unless good cause is shown. **[Sage Proposal:** The deadline to supplement the exhibit lists is March 23, 2022. Thereafter, the exhibit lists shall not be supplemented without approval of all parties or leave of the Court, on good cause shown.]

28. The parties agree that exhibits to be used solely for impeachment need not be included on the lists of trial exhibits.

29. The listing of a document on a party's exhibit list is not an admission that such document is relevant or admissible when offered by the opposing party. Each party reserves the right to object to the relevance or admissibility of any evidence offered by the other party, at the time such evidence is offered, in view of the specific context in which such evidence is offered. The parties also note that exhibit lists were compiled and objections made before PureWick's infringement claims regarding the 508 patent were stayed and the claims and defenses were further

narrowed. By including an exhibit on the list, the parties do not concede that it previously related to issues now stayed or withdrawn and maintain any objections in that regard.

30. Any trial exhibit that was produced in discovery by a party or third party that on its face appears to have been authored by an employee, officer, or agent of the party or third party producing such document, shall be deemed a true and correct copy of a document maintained in that party's files as of the date of the party's document collection under Federal Rule of Evidence 901, subject to the right of the party against whom such a document is offered to adduce evidence to the contrary.

31. The parties acknowledge that certain anticipated trial exhibits may not be feasible to show to a witness and/or to provide the jury in paper form, including, but not limited to, voluminous spreadsheets, videos, and product samples. The parties further respectfully request the Court's guidance regarding how the Court prefers to have such exhibits initially presented to a sponsoring witness prior to a party seeking their admission and publication to the jury, and in what manner the Court prefers to provide the jury with such admitted trial exhibits (such as via disc, USB drive, or other electronic media for spreadsheets or videos).

32. With regard to voluminous spreadsheets, to facilitate review of such exhibits by the jury, the parties agree that they may under Federal Rule of Evidence 1006 create a summary of the portions of such trial exhibits shown to the jury, which shall be given the same trial exhibit number, with the suffix "A", although the parties must agree in advance to such a summary.

## **VII. WITNESSES**

33. Below is an identification of the witnesses whose testimony each party may present at trial. The inclusion of a witness on this list does not require a party to call that witness to testify, and does not imply or establish that the party has the power to compel the live testimony of that witness or make that witness available to the opposing party.

34. The parties expressly reserve the right to call any witness identified by the other party at any point before or during trial. The parties also reserve the right to change or modify these lists for good cause shown.

35. As discussed below, deposition designations are attached hereto including for witnesses that the other party has not indicated will be live at trial. [**Sage Proposal:** The parties reserve the right to call any witness for purposes of rebuttal, impeachment, or authentication of a document.]

**A. PureWick's Witness List**

36. PureWick's witness list is attached as **Schedule E1**.

37. The deposition testimony that PureWick may offer into evidence is identified in **Schedule E2**, along with objections and Sage's counter-designations. PureWick's deposition designations and objections to Sage's counter-designations are attached as **Schedule E2a**. Sage's objections to PureWick's designations and Sage's counter-designations are attached as **Schedule E2b**.

38. PureWick reserves the right to amend its disclosures and designations of witnesses in view of events at trial or based on circumstances that may evolve prior to the commencement of trial, including, but not limited to, evidentiary rulings or other rulings by the Court as well as Sage's evolving list of witnesses. Depending on the stipulation reached by the parties on financials, PureWick reserves the right to designate deposition testimony from financial witnesses.

**B. Sage's Witness List**

39. Sage's witness list is attached as **Schedule E3**.

40. The deposition testimony that Sage may offer into evidence including a list of deposition designations, counter designations, and counter-counter designations as well as objections are identified in **Schedule E4**. Sage deposition designations are attached as **Schedule**

**E4a.** PureWick's objections to Sage's designations and PureWick's counter-designations are attached as **Schedule E4b**. Sage's objections to PureWick's counter-designations are attached as **Schedule E4c**. Sage's counter-counter designations are attached as **Schedule E4d**.

41. Sage reserves the right to amend its disclosures and designations of witnesses in view of events at trial or based on circumstances that may evolve prior to the commencement of trial, including, but not limited to, evidentiary rulings or other rulings by the Court as well as PureWick's evolving list of witnesses. Depending on the stipulation reached by the parties on financials, Sage reserves the right to designate deposition testimony from financial witnesses.

### **VIII. THE PARTIES' STATEMENTS OF INTENDED PROOFS**

Below are the parties' respective statements of intended proofs provided by each respective party. Each party does not agree with the other parties' statements and positions.

#### **A. PUREWICK'S STATEMENT OF INTENDED PROOF**

42. By way of summary, PureWick intends to prove the following at trial.

43. PureWick intends to prove that Sage has directly infringed claims 1, 5, and 9 of the '376 patent and claims 1, 2, and 6 of the '989 patent by making, using, offering for sale, selling, and/or importing the PrimaFit product.

44. PureWick intends to prove that Sage has indirectly infringed claims 1, 5, and 9 of the '376 patent and claims 1, 2, and 6 of the '989 patent by inducing or contributing to the direct infringement by others.

45. PureWick intends to prove that Sage has directly infringed claims 1, 2, 7, and 13 of the '407 patent by making, using, offering for sale, selling, and/or importing the PrimoFit product.

46. PureWick intends to prove that Sage's infringement of the '376 and '989 patents was willful.

47. PureWick intends to prove that damages should be awarded to PureWick due to Sage's infringement of the '376, '989 and '407 patents. In particular, PureWick intends to prove that Sage's infringement of the '376 and '989 patents has caused PureWick to lose sales of PureWick's Female External Catheter (FEC) product and that PureWick is entitled to recover lost profits for a portion of Sage's allegedly infringing sales of the PrimaFit product. In addition, PureWick intends to prove that it is entitled to a reasonable royalty for any of Sage's acts of infringement of the, '376 and '989 patents for which PureWick is not awarded lost profits. Further, PureWick intends to prove the amount of a reasonable royalty that should be awarded for Sage's acts of infringement of the '407 patent based on the Sage PrimoFit product.

48. PureWick should be awarded its costs and reasonable attorneys' fees under at least 35 U.S.C. § 285; and PureWick is entitled to permanent injunctive relief enjoining Sage from further infringement of any of the Patents-in-Suit. To the extent that a permanent injunction is not entered, PureWick may alternatively seek an ongoing royalty.

49. PureWick intends to rebut Sage's allegations that there is clear and convincing evidence that any of the asserted claims of the Patents-in-Suit are anticipated by the prior art under 35 U.S.C. § 102, or obvious in light of prior art under 35 U.S.C. § 103.

50. PureWick intends to rebut Sage's allegations that there is clear and convincing evidence that any of the asserted claims of the Patents-in-Suit are invalid under 35 U.S.C. § 112.

51. PureWick intends to rebut Sage's allegations that the Patents-in-Suit are unenforceable based on estoppel, acquiescence, waiver or unclean hands.

## **IX. SAGE'S STATEMENT OF INTENDED PROOF**

52. By way of summary, Sage intends to prove the following at trial.

**A. Noninfringement of The ‘376 Patent**

53. Sage intends to prove that Plaintiff and Counterclaim Defendant PureWick Corporation (“PureWick”) cannot carry its burden of proving that Sage’s PrimaFit product infringes Claims 1, 5, and 9 of the ‘376 patent (“the Asserted ‘376 Patent Claims”) under the Court’s claim constructions.<sup>2</sup> PureWick cannot carry its burden of proving that that Sage infringes the ‘376 patent by making, using, offering for sale, selling, and/or importing into the United States the PrimaFit® product.

54. Sage intends to prove that PureWick has not carried its burden of establishing that Sage indirectly infringes the Asserted ‘376 Patent Claims. Knowledge of the patent-in-suit and knowledge of infringement is required for indirect infringement claims. Sage did not have the requisite specific intent to infringe or knowledge of infringement of the ‘376 patent required for inducement of infringement or contributory infringement. Sage does not offer to sell or sell within the United States or import into the United States any component knowing that it is especially made or especially adapted for use in infringement of the ‘376 patent. No third party directly infringes the ‘376 patent via use of a PrimaFit product.

**B. Noninfringement of the ‘989 Patent**

55. Sage intends to prove that Plaintiff and Counterclaim Defendant PureWick Corporation (“PureWick”) cannot carry their burden of proving that Sage infringes Claims 1, 2, and 6 of the ‘989 patent (“the Asserted ‘989 Patent Claims”) under the Court’s claim constructions.

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<sup>2</sup> For each of the patents-in-suit, Sage preserves its objections to the Court’s Claim Construction as set forth in the *Markman* briefs. It is noted that PureWick only asserts infringement under the doctrine of equivalents on Claim 2 of the ‘407 patent. Literal infringement only is asserted for all other asserted claims.

PureWick cannot carry its burden of proving that Sage infringes the ‘989 patents by making, using, offering for sale, selling, and/or importing into the United States the PrimaFit® product.

56. Sage intends to prove that PureWick has not carried its burden of establishing that Sage indirectly infringes the Asserted ‘989 Patent Claims. Knowledge of the patent-in-suit and knowledge of infringement is required for indirect infringement claims. Sage did not have the requisite specific intent to infringe or knowledge of infringement of the ‘989 patent required for inducement of infringement or contributory infringement. Sage does not offer to sell or sell within the United States or import into the United States any component knowing that it is especially made or especially adapted for use in infringement of the ‘989 patent. No third party directly infringes the ‘989 patent via use of a PrimaFit product.

**C. Noninfringement of the ‘407 Patent**

57. Sage intends to prove that Plaintiff and Counterclaim Defendant PureWick Corporation (“PureWick”) cannot carry their burden of proving that Sage’s PrimoFit product literally infringes Claims 1, 2, 7, and 13 of the ‘407 patent (“the Asserted ‘407 Patent Claims”) under the Court’s claim constructions, or infringes Claim 2 of the ‘407 under the doctrine of equivalents (PureWick’s only such allegation). PureWick has not alleged indirect infringement of the ‘407 patent. D.I. 44. PureWick cannot carry its burden of proving that Sage infringes the ‘407 patent by making, using, offering for sale, selling and/or importing into the United States the PrimoFit® product.

**D. Invalidity of the ‘376 And ‘989 Patents**

58. Sage asserts defenses and a counterclaim seeking a declaration of invalidity of the ‘376 patent. Sage intends to prove, by clear and convincing evidence, that the Asserted ‘376 Patent Claims are invalid.

59. Sage also asserts defenses and a counterclaim seeking a declaration of invalidity of the ‘989 patent. Sage intends to prove, by clear and convincing evidence, that the Asserted ‘989 Patent Claims are invalid.

60. As a preliminary matter, Sage intends to prove that PureWick has not carried its burden of establishing that the Asserted ‘376 Patent Claims are entitled to claim priority any earlier than June 1, 2017, or that the Asserted ‘989 Patent Claims are entitled to claim priority any earlier than September 8, 2016. Namely, PureWick has not carried its burden of establishing its claim of priority to U.S. Patent Application No. 61/955,537 (filed March 19, 2014), U.S. Patent Application No. 62/084,078 (filed November 25, 2014), or U.S. Patent Application No. 15/171,968 (filed June 2, 2016) because the applications do not support the full scope of the claims under Section 112. As discussed during summary judgment (D.I. 197; D.I. 204; D.I. 235; D.I. 256), the Asserted ‘376 and ‘989 Patent Claims are invalid as anticipated and/or obvious if the priority date is June 1, 2017, or September 8, 2016, based on PureWick’s prior disclosures and sales including and in combination with the knowledge of a person of ordinary skill in the art and the prior art.

61. Even if PureWick is entitled to an earlier priority date, Sage intends to prove, by clear and convincing evidence, that the Asserted ‘376 and ‘989 Patent Claims are invalid as anticipated or as obvious under 35 U.S.C. §§ 102 and 103 in view of the prior art and the knowledge of a person of ordinary skill in the art. There is no evidence of any objective indicia of nonobviousness, much less that such indicia have a nexus to the claimed inventions of the ‘989 or ‘376 patents.

#### **E. Invalidity of the ‘407 Patent**

62. Sage asserts defenses and a counterclaim seeking a declaration of invalidity of the ‘407 patent. Sage intends to prove, by clear and convincing evidence, that the Asserted ‘407 Patent Claims are invalid. Sage intends to prove, by clear and convincing evidence, that the Asserted ‘407

Patent Claims are invalid as anticipated or as obvious under 35 U.S.C. §§ 102 and 103 in view of various prior art references including in view of the knowledge of a person of ordinary skill in the art. There is no evidence of any objective indicia of nonobviousness, much less that such indicia have a nexus to the claimed invention of the '407 patent. Sage further intends to prove that claims of the '407 patent are invalid under 35 U.S.C. § 112.

**F. Lack of Willfulness of PureWick's '376 and '989 Patents**

63. Sage intends to prove that PureWick cannot carry its burden of establishing, by a preponderance of the evidence, that any infringement of the Asserted '376 and '989 Patent Claims by Sage was willful. There is no evidence that Sage has willfully infringed PureWick's '376 and '989 patents and Sage has moved for summary judgment of no willfulness. Among other things, the Accused Sage Products were independently developed by Sage and are significantly different than PureWick's products. Sage has a good faith belief that its activities regarding the Accused Sage Products would not infringe any valid patent rights under the '376 and '989 patents and none of the evidence identified by PureWick constitutes willful infringement as a matter of law.

64. PureWick has not asserted willful infringement of the '407 patent. *See* D.I. 41

**G. Unenforceability of The '376, and '989, and '407 Patents Due To Equitable Grounds (To Be Decided By The Court)**

65. Sage asserts defenses and a counterclaim seeking a declaration of unenforceability of the '376, and '989, and '407 patents. Sage intends to prove, by a preponderance of the evidence, that the '376, and '989, and '407 patents are unenforceable due to waiver as a result of the conduct of PureWick. Sage intends to prove, by a preponderance of the evidence, that the '376, and '989, and '407 patents are unenforceable under principles of equity including equitable estoppel as a result of the misleading conduct of PureWick. Sage intends to prove, by clear and convincing evidence, that the '376, and '989, and '407 patents are unenforceable under principles of equity

including unclean hands due to the conduct of PureWick. Sage intends to prove, by a preponderance of the evidence, that the ‘376, and ‘989, and ‘407 patents are unenforceable due to principles of equity including acquiescence as a result of the misleading conduct of PureWick.

#### **H. Remedies**

66. Sage intends to prove that PureWick cannot carry its burden of proving that it is entitled to damages or remedies, as Sage does not infringe any valid claim of the ‘376, and ‘989, and ‘407 patents. Notwithstanding the foregoing, Sage intends to prove that PureWick is not entitled to more than a reasonable royalty, as adduced by the evidence of record, based upon sales of the PrimaFit product and PrimoFit product.

67. Sage intends to prove that PureWick has not carried its burden of establishing, by a preponderance of the evidence, that PureWick is entitled to lost profits for any infringement of the ‘376 and ‘989 patents by the Accused Sage Products. PureWick is not entitled to lost profits due to its failure to prove the absence of noninfringing alternatives. Sage has identified numerous noninfringing alternatives including numerous products on the market as well as design option changes to the PrimaFit and PrimoFit products.<sup>3</sup> Moreover, PureWick failed to appropriately apportion lost profit damages to account for the alleged value of the patented invention.

68. Moreover, even if PureWick were entitled to damages on the PrimaFit products, because PureWick concedes that it failed to provide notice under 35 U.S.C. § 287 and did not mark any patented products with the remaining patents-in-suit, PureWick is only entitled to damages on PrimaFit after the date PureWick filed its Complaint with respect to the ‘376 and ‘989 patents and on PrimoFit after January 2020.

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<sup>3</sup> As discussed above, PrimaFit 2.0 is no longer asserted as a non-infringing alternative in this lawsuit. However, Sage reserves all of its rights regarding PrimaFit 2.0 in the second lawsuit on that product.

69. Sage intends to prove that PureWick cannot carry its burden of establishing that PureWick is entitled to a permanent injunction or that this is an exceptional case.

70. Sage intends to prove that PureWick's egregious conduct, including its maintenance of legally meritless infringement allegations against Sage, justifies a finding of exceptional case pursuant to 35 U.S.C. § 285, entitling Sage to recover its attorney fees, expenses and costs. These issues are not appropriate for determination until final judgment is entered.

#### **X. AMENDMENTS OF THE PLEADINGS**

71. Neither party intends to request an amendment to its pleadings at the present time.

#### **XI. CERTIFICATION OF GOOD-FAITH SETTLEMENT EFFORTS**

72. The parties hereby certify that they have engaged in a good-faith effort to explore resolution of the controversy by settlement. Counsel for the parties conferred on February 15, 2022 regarding the prospects for settlement. Most recently, the parties again conferred on March 8, 2022 to further discuss the prospects for settlement.

#### **XII. MOTIONS IN LIMINE**

PureWick's contested motions *in limine*, Sage's oppositions, and PureWick's replies are attached as **Schedules F1, F2, and F3**.

73. Sage's contested motions *in limine*, PureWick's oppositions, and Sage's replies are attached as **Schedules F4 and F5**.

#### **I. OTHER MATTERS**

##### **A. Live Witnesses**

74. [**Sage Proposal:** The parties shall discuss –the schedule of live witnesses to be called and a proposed schedule for witnesses at 3:00 pm three days in advance of trial.]

75. A party shall provide reasonable notice if for any reason it does not intend to call a witness that it had previously indicated would appear live. In that event, the other party may

designate and offer deposition testimony from such witness (subject to the Federal Rules of Evidence). Counter-designations and objections may also be provided. In the event that such designations cannot be completed by the times agreed to below, the parties shall work in good faith to set deadlines for the disclosure of such designations, counter-designations, counter-counter-designations, and objections.

76. Each party will identify the [**Sage proposal: final**] live trial witnesses in the order that the party expects to call them by 7:00 pm two (2) calendar days before the witnesses are to be called.

77. Before they testify, fact witnesses shall be barred from hearing the testimony of other witnesses. Expert witnesses are not excluded from the courtroom for either fact or expert testimony.

78. An offering party may discuss with a witness his or her testimony while on direct examination, including during adjournments in the trial, breaks during the trial day and overnight. An offering party may not discuss with a witness his or her testimony while the witness is tendered for cross-examination, including during adjournments in the trial, breaks during the trial day and overnight. Once cross-examination of a witness is concluded and the witness is passed for re-direct examination, the offering party may discuss with the witness his or her testimony on re-direct examination.

## **B. Identification of Exhibits and Demonstratives**

79. The parties agree that the offering party shall provide the other side with a list of any exhibits that will be used with a given witness and copies of any demonstratives to be used with a given witness by 7:00 p.m. two (2) calendar days before the witness is to be called. The other party shall identify any objections to such exhibits or demonstratives by 7:00 p.m. the following day. The parties shall then meet and confer regarding all objections by 8:00 p.m. the

day objections are provided. To the extent the objections are not resolved by the meet and confer, the party calling the witness will e-mail the Court's judicial administrator by 7:00 a.m. on the day the witness is to testify, the exhibit is to be offered, or the demonstrative will be used, and inform the Court whether the exhibit or demonstrative is expected to be used before lunch or after lunch so that the Court can determine whether and when to hear the objection.

80. When exchanging trial demonstratives, the party seeking to use a demonstrative exhibit will provide a color representation of the demonstrative exhibit to the other side in PDF format. However, for demonstrative exhibits that cannot be placed in PDF form such as video or animations, the party seeking to use the demonstrative exhibit will provide it to the other side in its native form via a downloadable link and provide it in a form such that the other side may view it.

81. PureWick's demonstrative exhibits will be identified by numbers prefixed with "PDX." Sage's demonstratives will be identified by numbers prefixed with "SDX."

82. Demonstratives are to be used for illustrative purposes only and generally will not be entered into evidence. Following the conclusion of trial, demonstratives shown to the jury may be lodged with the Court. The parties do not waive any objection to the admissibility of evidence cited or referenced in any demonstrative exhibit.

83. The parties agree that any changes to the demonstratives made after being provided to the opposing party will only be to style/formatting, not the substance of the demonstrative, unless made in response to an objection in order to resolve that objection. If a party's demonstrative otherwise changes after being provided to the opposing party, the party intending to use the demonstrative exhibit must promptly and in good faith inform the opposing party of that change.

84. The provisions regarding the exchange of demonstrative exhibits does not apply to demonstratives created during testimony, demonstratives to be used for cross examination, or to the enlargement, highlighting, ballooning, excerpting, etc. of trial exhibits or testimony, none of which need to be provided to the opposing party in advance of their use.

85. Legible photocopies of documents may be offered and received in evidence in lieu of originals thereof, subject to all foundational requirements and other objections that might be made to the admissibility of originals.

86. Any exhibit, once admitted, may be used by any party. No party shall comment or argue to the jury that the other side had a document on its exhibit list but did not introduce it into evidence. The parties stipulate to the authenticity of patents, patent applications, and their respective certified file histories.

87. The parties agree that any description of a document listed on an exhibit list is provided for convenience only and shall not be used as an admission or otherwise as evidence regarding the document or its contents.

### **C. Identification of Deposition Testimony and Exhibits**

88. For any witness whose testimony the parties intend to present at trial by deposition, the party offering a witness will identify those portions of the transcript to be played or read to the jury by 7:00 p.m. [**PureWick's Proposal:** four (4); **Sage's Proposal:** three (3)] calendar days before the designations are to be played or read to the jury. By [**PureWick's Proposal:** 5:00 p.m.; **Sage's Proposal:** 8:30 pm] three (3) calendar days before the witness is put to the stand by deposition, the responsive party will identify any objections and counter-designations that will be presented to the jury and identify any objections to the testimony. By [**PureWick's Proposal:** 7:00 pm; **Sage's Proposal:** 9:00 pm] that same day, the party offering the witness will identify any counter-counter designations and objections to the counter designations. By [**PureWick's**

**Proposal:** 8:00 p.m.; **Sage's Proposal:** 10:00 pm] that same day, the parties shall meet and confer to narrow their disputes and identify any remaining objections to be presented to the Court. If there are objections that remain to be resolved, the party calling the witness by deposition shall, no later than two calendar days before the deposition designations are to be played or read, submit, on behalf of all parties a cover letter and a copy of the entire deposition testimony of the witness at issue, clearly highlighting the designations, counter-designations, and pending objections.

89. By 9 p.m. the night before the witness is put on the stand by deposition, the party offering the witness will provide a copy of the video or transcript containing both parties' designations. All irrelevant and redundant material, including colloquy between counsel and objections, will be eliminated when the deposition is read or viewed at trial.

90. A designation and any corresponding counter-designations will be read or played by video in chronological order at the same time.

91. Any party may use testimony that is designated by another party to the same effect as if it had initially designated the testimony as its own, subject to all objections.

92. The parties may offer some or all of the deposition testimony set forth herein at trial. No party shall comment or argue to the jury that the other side designated deposition testimony in the pre-trial order but did not introduce it into evidence

93. Any deposition testimony may be used at trial for the purpose of impeachment and cross examination, subject to objections, regardless of whether a party identified that testimony on its list of deposition designations if the testimony is otherwise competent for such purpose.

94. For those witnesses whose depositions or prior trial testimony will be played or read, the parties shall be permitted to make brief transition statements to introduce the witnesses by name, position or title, and/or the company to which he or she is associated, the time for which

shall be charged to the party offering the witness's testimony, unless otherwise agreed to by the parties. However, counsel shall not be permitted to argue or comment on the evidence during transition statements.

**D. Objections to Expert Testimony**

95. Any objections to expert testimony as outside the scope of prior expert disclosures shall be taken up at trial when such testimony is sought to be introduced.

**E. Exhibits and Demonstratives for Opening and Closing Statements**

96. The parties shall identify any exhibits and demonstrative exhibits expected to be used during their opening statement by 5:00 p.m. on the day before the first day of trial. The other party shall identify any objections to demonstrative exhibits and any objections to the admissibility of the exhibits sought to be used during opening statements by 7:00 p.m. that evening. The parties shall then meet and confer by 9:00 p.m. that evening regarding all objections and, to the extent the objections are not resolved by the meet and confer, they will e-mail the Court's judicial administrator by 7:00 a.m. on the day opening statements are to be made so that the Court can determine whether and when to hear the objection.

97. [**Sage proposal:** The parties agree not to exchange copies of their presentations for closing arguments.<sup>4</sup>] [**PureWick proposal:** The parties agree that demonstrative exhibits to be used for closing arguments will be exchanged no later than 7:00 p.m. the day before closing arguments. Any objections to demonstratives to be used for closing arguments will be provided no later than 9:00 p.m. the day before closing arguments, and the parties shall meet and confer regarding any objections no later than 10:00 p.m. the day before closing arguments. To the extent

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<sup>4</sup> Sage will likely be offering witnesses on the same day as closing arguments, and thus this proposal unduly burdens Sage.

the objections are not resolved by the meet and confer, they will e-mail the Court's judicial administrator by 7:00 a.m. on the day closing arguments are to be made so that the Court can determine whether and when to hear the objection.] The notice provisions in this section do not apply to demonstrative exhibits created in the courtroom, or to the enlargement, highlighting, ballooning, excerpting, etc. of trial exhibits or testimony.

**F. Set-up of Electronic Equipment**

98. The parties have conferred with the Courtroom deputy and are currently scheduled to set up electronic and computer devices to be used during the trial in the Courtroom the morning of Friday, March 25, 2022.

**G. Notice of Intention to Rest**

99. By 7 pm the night before a party intends to rest its case, the resting party shall give the other party notice of its intention to rest.

**H. Sealing Courtroom and Transcripts**

100. The parties request that the trial be open to the public and not sealed unless a party requests that a particularly sensitive portion be sealed and not open. If a party makes such a request, subject to the Court's approval, and for good cause shown, the courtroom will be cleared of those individuals not qualified under the Protective Order entered in this case, except that each party may include three corporate representatives, who are not fact witnesses, who may remain in the courtroom throughout the entirety of the trial.

101. Transcripts of any sealed testimony, and exhibits entered while the courtroom is sealed, shall remain under seal until thirty (30) calendar days after the conclusion of the trial. The parties may designate, by page and line designations, the portions of the transcript they seek to remain under seal and the exhibits they seek to remain under seal, subject to Court approval.

**I. Jury Notebooks**

102. Subject to the Court's permission, the parties shall be allowed to provide a joint jury notebook to each of the jurors, which shall contain only the patents-in-suit and blank notebook paper. The jury will be permitted to bring these notebooks and handwritten notes into the deliberation room.

/s/ John W. Shaw

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Dated: March 14, 2022

/s/ Anne Shea Gaza

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*Attorneys for Defendants*

IT IS HEREBY ORDERED, this day of \_\_\_\_\_, 2022, that this Final Pretrial Order shall control the subsequent course of the action, unless modified by the Court to prevent manifest injustice.

\_\_\_\_\_  
Honorable Maryellen Noreika  
U.S. District Court Judge

**CERTIFICATE OF SERVICE**

I, John M. Shaw, hereby certify that on March 14, 2022, this document was served on the persons listed below in the manner indicated:

**BY EMAIL**

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*/s/ John W. Shaw*

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**SCHEDULE A: JOINT STATEMENT OF UNDISPUTED FACTS**  
*PureWick Corporation v. Sage Products, LLC* (C.A. No. 19-1508-MN)

The parties respectfully submit this Joint Statement of Undisputed Facts. By agreeing to this Joint Statement, neither party admits that any stated fact is relevant to any material issue of dispute.

1. PureWick is a corporation organized under the laws of the State of Delaware.
2. Sage is a corporation organized under the laws of the State of Delaware.
3. U.S. Patent No. 10,390,989 (“the 989 patent”) is entitled “Apparatus And Methods For Receiving Discharged Urine.” The 989 patent was issued by the United States Patent and Trademark Office on August 27, 2019, from U.S. Application No. 15/260,103. The 989 patent was filed on September 8, 2016. Defendant’s Trial Exhibit DTX002 is a true and correct copy of the 989 patent. Defendant’s Trial Exhibit DTX024 is a true and correct copy of the file history of the 989 patent.
4. Robert A. Sanchez, Camille R. Newton, Joseph M. Forehand, and Raymond J. Newton are named inventors on the face of the 989 patent.
5. Defendant’s Trial Exhibit DTX38 is a true and correct copy of a September 26, 2018, Office Action from the U.S. Patent Office in U.S. Application No. 15/260,103, the application from which the 989 patent issued. Claims 9 through 14 of that application correspond to issued Claims 1 through 6 of the 989 Patent.
6. Defendant’s Trial Exhibit DTX40 is a true and correct copy of a December 20, 2018, Amendment and Response submitted by PureWick in U.S. Application No. 15/260,103, the application from which the 989 patent issued.

7. Defendant's Trial Exhibit DTX43 is a true and correct copy of a February 14, 2019, Office Action from the U.S. Patent Office in U.S. Application No. 15/260,103, the application from which the 989 patent issued.

8. Defendant's Trial Exhibit DTX44 is a true and correct copy of a May 13, 2019, Office Action Response and Amendment B from U.S. Application No. 15/260,103, the application from which the 989 patent issued.

9. U.S. Patent No. 10,226,376 ("the 376 patent") is entitled "Apparatus And Methods For Receiving Discharged Urine." The 376 patent was issued by the United States Patent and Trademark Office on March 12, 2019, from U.S. Application No. 15/611,587, filed June 1, 2017. Defendant's Trial Exhibit DTX003 is a true and correct copy of the 376 patent. Defendant's Trial Exhibit DTX026 is a true and correct copy of the file history of the 376 patent.

10. Robert A. Sanchez, Camille R. Newton, Joseph M. Forehand, and Raymond J. Newton are named inventors on the face of the 376 patent.

11. U.S. Patent No. 10,376,407 is entitled "Using Wicking Material To Collect Urine From A Male For Transport." The 407 patent was issued by the United States Patent and Trademark Office on August 13, 2019 from U.S. Application No. 15/238,427, filed August 16, 2016. Defendant's Trial Exhibit DTX004 is a true and correct copy of the 407 patent. Defendant's Trial Exhibit DTX051 is a true and correct copy of the file history of the 407 patent.

12. Raymond John Newton is the named inventor on the face of the 407 patent.

13. Defendant's Trial Exhibit DTX900 is Sage's PrimaFit External Urine Management System.

14. Defendant's Trial Exhibit DTX901 is Sage's PrimoFit External Urine Management System.

15. Defendant's Trial Exhibit DTX902 is the current version of the PureWick Female External Catheter.

16. Defendant's Trial Exhibit DTX001 is a true and correct copy of U.S. Pat. No. 8,287,508 ("Sanchez 508"). Sanchez 508 issued on October 16, 2012, from U.S. Application No. 12/840,475, filed on July 21, 2010.

17. Defendant's Trial Exhibit DTX006 is a true and correct copy of U.S. Patent App. No. 2006/0015080 ("Mahnensmith"). Mahnensmith published on January 19, 2006.

18. Defendant's Trial Exhibit DTX007 is a true and correct copy of U.S. Pat. No. 4,747,166 ("Kuntz 166"). Kuntz 166 issued on May 31, 1988.

19. Defendant's Trial Exhibit DTX008 is a true and correct copy of U.S. Patent No. 7,220,250 ("Suzuki"). Suzuki issued on May 22, 2007.

20. Defendant's Trial Exhibit DTX009 is a true and correct copy of U.S. Patent No. 3,349,768 ("Keane"). Keane issued on October 31, 1967.

21. Defendant's Trial Exhibit DTX010 is a true and correct copy of U.S. Patent No. 4,425,130 ("DesMarais"). DesMarias issued on January 10, 1984.

22. Defendant's Trial Exhibit DTX011 is a true and correct copy of U.S. Pat. No. 5,674,212 ("Osborn"). Osborn issued on October 7, 1997.

23. Defendant's Trial Exhibit DTX012 is a true and correct copy of International Publication No. WO 2007/042823 ("Van Den Heuvel"). Van Den Heuvel published on April 19, 2007.

24. Defendant's Trial Exhibit DTX013 is a true and correct copy of WO2007/042823 ("Wolff"). Wolff published on October 5, 2000.

25. Defendant's Trial Exhibit DTX014 is a true and correct copy of U.S. Patent No. 4,886,508 ("Washington"). Washington issued on December 12, 1989.

26. Defendant's Trial Exhibit DTX015 is a true and correct copy of European Publication No. EP EP0613355A1 ("Kuntz EP355"). Kuntz EP355 was published on September 7, 1994.

27. Defendant's Trial Exhibit DTX016 is a true and correct copy of U.S. Patent No. 7,135,012 ("Harvie 012"). Harvie 012 issued on November 14, 2006.

28. Defendant's Trial Exhibit DTX017 is a true and correct copy of the original language and certified translation of JP2001/276107A ("Ishii"). Ishii was published on October 9, 2001.

29. Defendant's Trial Exhibit DTX018 is a true and correct copy of U.S. Pat. No. 3,613,123 ("Langstrom"). Langstrom issued October 19, 1971.

30. Defendant's Trial Exhibit DTX019 is a true and correct copy of U.S. Patent No. 1,742,080 ("Jones"). Jones issued December 31, 1929.

31. Defendant's Trial Exhibit DTX020 is a true and correct copy of U.S. Patent No. 3,520,300 ("Flower"). Flower issued July 14, 1970.

32. Defendant's Trial Exhibit 021 is a true and correct copy of U.S. Pat. Pub. No. 2007/0191804 ("Coley"). Coley was published on August 16, 2007.

33. Defendant's Trial Exhibit DTX029 is a true and correct copy of U.S. Patent No. 4,804,377 ("Hanifl"). Hanifl issued on February 14, 1989.

34. Defendant's Trial Exhibit DTX30 is a true and correct copy of U.S. Patent No. 4,882,794 ("Stewart"). Stewart issued on November 28, 1989.

35. Defendant's Trial Exhibit DTX32 is a true and correct copy of U.S. Patent Pub. No. 2004/0254547 ("Okabe"). Okabe published on December 16, 2004.

36. PureWick Trial Exhibit 172 is a true and correct copy of a PureWick financial spreadsheet and is an authentic business record of PureWick Corp. within the meaning of Federal Rule of Evidence 803(6).

37. PureWick Trial Exhibit 173 is a true and correct copy of a PureWick financial spreadsheet and is an authentic business record of PureWick Corp. within the meaning of Federal Rule of Evidence 803(6).

38. PureWick Trial Exhibit 175 is a true and correct copy of a PureWick financial spreadsheet and is an authentic business record of PureWick Corp. within the meaning of Federal Rule of Evidence 803(6).

39. PureWick Trial Exhibit 176 is a true and correct copy of a PureWick financial spreadsheet and is an authentic business record of PureWick Corp. within the meaning of Federal Rule of Evidence 803(6).

40. PureWick Trial Exhibit 295 is a true and correct copy of a PureWick financial spreadsheet and is an authentic business record of PureWick Corp. within the meaning of Federal Rule of Evidence 803(6).

41. PureWick Trial Exhibit 794 is a true and correct copy of a PureWick financial spreadsheet and is an authentic business record of PureWick Corp. within the meaning of Federal Rule of Evidence 803(6).

42. PureWick Trial Exhibit 795 is a true and correct copy of a PureWick financial spreadsheet and is an authentic business record of PureWick Corp. within the meaning of Federal Rule of Evidence 803(6).

43. PureWick Trial Exhibit 796 is a true and correct copy of a PureWick financial spreadsheet and is an authentic business record of PureWick Corp. within the meaning of Federal Rule of Evidence 803(6).

44. PureWick Trial Exhibit 797 is a true and correct copy of a PureWick financial spreadsheet and is an authentic business record of PureWick Corp. within the meaning of Federal Rule of Evidence 803(6).

45. Defendant Trial Exhibit DTX199 is a true and correct copy of a Sage Products financial spreadsheet from 2017 to 2020 and is an authentic business record of Sage Products LLC within the meaning of Federal Rule of Evidence 803(6).

46. Defendant Trial Exhibit DTX298 is a true and correct copy of the Agreement and Plan of Merger by and among C.R. Bard, Inc., Candle Acquisition Corp., PureWick Corporation and The Securityholder Representative, dated June 16, 2017.

47. Defendant Trial Exhibit DTX496 is a true and correct copy of a PureWick sales spreadsheet and is an authentic business record of PureWick Corp. within the meaning of Federal Rule of Evidence 803(6).

48. Defendant Trial Exhibit DTX751a is a true and correct copy of a Sage Products financial spreadsheet from November 2017 through February 7, 2021 and is an authentic business record of Sage Products LLC within the meaning of Federal Rule of Evidence 803(6).

49. Defendant Trial Exhibit DTX751b is a true and correct copy of a Sage Products financial spreadsheet from November 2017 through November 2021 and is an authentic business record of Sage Products LLC within the meaning of Federal Rule of Evidence 803(6).

50. Defendant Trial Exhibit DTX751c is a true and correct copy of a Sage Products financial spreadsheet from January 2020 through December 2021 and is an authentic business record of Sage Products LLC within the meaning of Federal Rule of Evidence 803(6).

51. Defendant Trial Exhibit DTX752 is a true and correct copy of a Sage Products financial spreadsheet from 2017 through March 2021 and is an authentic business record of Sage Products LLC within the meaning of Federal Rule of Evidence 803(6).

52. Defendant Trial Exhibit DTX758 is a true and correct copy of a PureWick financial spreadsheet from and is an authentic business record of PureWick Corp. within the meaning of Federal Rule of Evidence 803(6).

53. Documents produced to a party to this action by another party or a third party in response to compulsory process (e.g., subpoena) shall be deemed authentic for the purposes of this lawsuit only, absent good cause.

54. Documents produced by Connect Foundation bearing “CF” Bates Labels are authentic business records of Connect Foundation within the meaning of Federal Rule of Evidence 803(6). Each of Defendant Trial Exhibits 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, and 520 are a business record of Connect Foundation.

55. Documents produced by Omni Medical Systems, Inc. bearing “OMNI” Bates Labels are authentic business records of Omni Medical Systems, Inc. within the meaning of Federal Rule of Evidence 803(6). Each of Defendant Trial Exhibits 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, and 438 are a business record of Omni Medical Systems.

# **SCHEDULE B1**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

PUREWICK CORPORATION,	)	
	)	
Plaintiff/Counterclaim Defendant,	)	
	)	C.A. No. 19-1508-MN
v.	)	
	)	
SAGE PRODUCTS, LLC,	)	
	)	
Defendant/Counterclaim Plaintiff.	)	
	)	

**PLAINTIFF’S STATEMENT OF ISSUES OF FACT TO BE LITIGATED**

Plaintiff identifies the following issues of fact that remain to be litigated. This statement is based on the claims Plaintiff expects to present as well as its understanding of the claims or defenses that Defendant is likely to present. If Defendant pursues additional claims or defenses, or raises additional issues, Plaintiff reserves the right to supplement this statement. If an issue identified herein is more properly considered an issue of law, it should be so considered. If an issue of law is more properly considered an issue of fact, that issue is incorporated into this statement.

Plaintiff reserves the right to revise this statement as necessary in light of the Court's pretrial orders, including evidentiary rulings, or in the event that any new allegations arise for which Defendant's submissions did not fairly put Plaintiff on notice. By including an issue of fact here, Plaintiff does not assume the burden of proof or production with regard to the issues that are Defendant's burdens to prove. Nor does Plaintiff concede that any genuine factual dispute exists as to any of the issues listed below.

**I. INFRINGEMENT OF THE '376 PATENT**

1. Whether Plaintiff has proven by a preponderance of the evidence that Defendant directly infringes claims 1, 5, and 9 of the '376 patent.
2. Whether Plaintiff has proven by a preponderance of the evidence that Defendant is liable for indirect infringement by actively inducing infringement of claims 1, 5, and 9 of the '376 patent pursuant to 35 U.S.C. § 271(b).
3. Whether Plaintiff has proven by a preponderance of the evidence that Defendant is liable for indirect infringement by way of contributory infringement of claims 1, 5, and 9 of the '376 patent pursuant to 35 U.S.C. § 271(c).
4. Whether Plaintiff has proven by a preponderance of the evidence that Defendant's infringement of the '376 patent has been willful.

## **II. INFRINGEMENT OF THE '989 PATENT**

5. Whether Plaintiff has proven by a preponderance of the evidence that Defendant directly infringes claims 1, 2, and 6 of the '989 patent.

6. Whether Plaintiff has proven by a preponderance of the evidence that Defendant is liable for indirect infringement by actively inducing infringement of claims 1, 2, and 6 of the '989 patent pursuant to 35 U.S.C. § 271(b).

7. Whether Plaintiff has proven by a preponderance of the evidence that Defendant is liable for indirect infringement by way of contributory infringement of claims 1, 2, and 6 of the '989 patent pursuant to 35 U.S.C. § 271(c).

8. Whether Plaintiff has proven by a preponderance of the evidence that Defendant's infringement of the '989 patent has been willful.

## **III. INFRINGEMENT OF THE '407 PATENT**

9. Whether Plaintiff has proven by a preponderance of the evidence that Defendant directly infringes claims 1, 2, 7, and 13 of the '407 patent.

10. Whether Plaintiff has proven by a preponderance of the evidence that, to the extent it does not literally infringe, Defendant's PrimoFit product infringes '407 patent claim 2 under the doctrine of equivalents.

## **IV. THE ASSERTED CLAIMS OF THE PATENTS-IN-SUIT ARE NOT ANTICIPATED OR OBVIOUS**

11. Whether Defendant has proven by clear and convincing evidence that claims 1, 5, and 9 of the '376 patent are invalid as anticipated or obvious to a person of ordinary skill in the art.

12. Whether Defendant has proven by clear and convincing evidence that claims 1, 2 and 6 of the '989 patent are invalid as anticipated or obvious to a person of ordinary skill in the art.

13. Whether Defendant has proven by clear and convincing evidence that claims 1, 2, 7 and 13 of the '407 patent are invalid as anticipated or obvious to a person of ordinary skill in the art.

**V. THE ASSERTED CLAIMS OF THE '989 AND '376 PATENTS ARE ENTITLED TO AN EARLIER PRIORITY DATE**

14. Whether the disclosure of U.S. Application No. 61/955,537, filed on March 19, 2014, provides a written description of the subject matter of claims 1, 5 and 9 of the '376 patent and claims 1, 2 and 6 of the '989 patent.

15. Whether the disclosure of U.S. Application No. 62/084,078, filed on Nov. 25, 2014, provides a written description of the subject matter of claims 1, 5 and 9 of the '376 patent and claims 1, 2 and 6 of the '989 patent.

16. Whether the disclosure of U.S. Application No. 15/171,968, filed on June 2, 2016, provides a written description of the subject matter of claims 1, 5 and 9 of the '376 patent and claims 1, 2 and 6 of the '989 patent.

17. Whether the disclosure of U.S. Application No. 15/260,103, filed on Sep. 8, 2016, provides a written description of the subject matter of claims 1, 5 and 9 of the '376 patent.

**VI. CLAIM 7 OF THE '407 PATENT SATISFIES THE WRITTEN DESCRIPTION REQUIREMENT**

18. Whether Defendants have proven by clear and convincing evidence that claim 7 of the '407 patent lacks adequate written description under 35 U.S.C. § 112.

**VII. DAMAGES**

19. The amount of damages that Plaintiff has proven by a preponderance of the evidence that it should be awarded due to Defendant's infringement of the Patents-in-Suit.

# **SCHEDULE B2**

**SCHEDULE B2:**  
**SAGE’S ISSUES OF FACT THAT REMAIN TO BE LITIGATED RELATING TO**  
**THE ‘376, ‘989, AND ‘407 PATENTS**

*PureWick Corporation v. Sage Products, LLC* (C.A. No. 19-1508-MN)

Pursuant to Local Rule 16.3(c)(4), Defendant and Counterclaim Plaintiff Sage Products, LLC (“Sage”) submits the following issues of fact that remain to be litigated relating to the ‘376, ‘989, and ‘407 patents. Certain issues cannot be determined until the entire case is completed.

Sage’s identification of the issues of fact that remain to be litigated is based on Sage’s current understanding of the arguments that Plaintiff and Counterclaim Defendant PureWick Corporation (“PureWick”), is likely to advance based upon the pleadings and discovery in this action to date. To the extent that PureWick attempts to introduce different or additional facts, Sage reserves the right to contest those facts, and to present any and all rebuttal evidence in response to those facts.

To the extent that Sage’s Statement of Issues of Law That Remain to be Litigated in **Schedule C2** contains issues of fact, those issues are incorporated herein by reference. Moreover, if any issue of fact identified below is more properly considered an issue of law, then such statement should be considered part of Defendant and Counterclaim Plaintiff’s Statement of Issues of Law that Remain to Be Litigated.

**I. INFRINGEMENT OF THE ‘376 PATENT**

1. Whether Plaintiff can prove by a preponderance of the evidence that Sage literally infringes, or has infringed, Claims 1, 5, and 9 of the ‘376 patent (“the Asserted ‘376 Patent Claims”) by making, using, selling, and/or offering to sell the PrimaFit product.<sup>1,2</sup>

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<sup>1</sup> Sage preserves its objections to the Court’s Claim Construction and its related arguments as set forth in the Markman briefs.

<sup>2</sup> PureWick does not allege equivalents infringement for the ‘376 or ‘989 patents.

2. To the extent Plaintiff has proven acts of direct infringement, whether Plaintiff can prove by a preponderance of the evidence that Sage induces, or has induced, infringement of the Asserted '376 Patent Claims.

3. To the extent Plaintiff has proven acts of direct infringement, whether Plaintiff can prove by a preponderance of the evidence that Sage contributorily infringes, or has contributorily infringed, the Asserted '376 Patent Claims.

4. Whether Plaintiff can prove by a preponderance of the evidence that any infringement by Sage of the '376 patent was willful.

## **II. INFRINGEMENT OF THE '989 PATENT**

1. Whether Plaintiff can prove by a preponderance of the evidence that Sage literally infringes, or has infringed, Claims 1, 2, and 6 of the '989 patent ("the Asserted '989 Patent Claims") by performing all of the steps of the methods of the '989 patent claims.

2. For alleged direct infringement by third parties, whether Plaintiff has proven that a single party performs all steps of the claimed method, or that more than one party performs every step of the method but that the parties formed a joint enterprise or one party directs or controls the other parties' performance of the claimed method.

3. To the extent Plaintiff has proven acts of direct infringement, whether Plaintiff can prove by a preponderance of the evidence that Sage induces, or has induced, infringement of the Asserted '989 Patent Claims.

4. To the extent Plaintiff has proven acts of direct infringement, whether Plaintiff can prove by a preponderance of the evidence that Sage contributorily infringes, or has contributorily infringed, the Asserted '989 Patent Claims.

5. Whether Plaintiff can prove by a preponderance of the evidence that any infringement by Sage of the '989 patent was willful.

### **III. INFRINGEMENT OF THE '407 PATENT**

1. Whether Plaintiff can prove by a preponderance of the evidence that Sage literally infringes, or has infringed, Claims 1, 2, 7, and 13 of the '407 patent ("the Asserted '407 Patent Claims") by making, using, selling, and/or offering to sell the PrimoFit product, or has infringed Claim 2 under the doctrine of equivalents.

### **IV. INVALIDITY OF THE '376 PATENT**

#### **A. Prior Art Invalidity**

1. Whether Plaintiff can establish that it is entitled to a priority date of prior to June 1, 2017, namely whether Plaintiff can establish that it is entitled to a priority date of March 19, 2014, November 25, 2014, or June 2, 2016, for the Asserted '376 Patent Claims.<sup>3</sup>

2. Whether Sage can prove by clear and convincing evidence that the Asserted '376 Patent Claims are invalid as anticipated under 35 U.S.C. § 102 or as obvious under 35 U.S.C. § 103 in view of the prior art and the understanding of one of ordinary skill.

3. The level of ordinary skill in the art, the scope and content of the alleged prior art, and the differences between the alleged prior art and the Asserted '376 Patent Claims.

4. Whether there are objective indicia of nonobviousness and whether there is a nexus between those indicia and the claimed invention.

### **V. INVALIDITY OF THE '989 PATENT**

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<sup>3</sup> The day before the Pretrial Order was due, PureWick added as a disputed issue whether the disclosure of the '989 patent (the '103 application) provides written description of the subject matter of claims 1, 5 and 9 of the '376 patent. This is a new dispute. PureWick's expert offered no opinion on whether the specification of the '989 patent supported the full scope of the claims of the '376 patent. (See D.I. 210, Ex. 33 at Paras. 1193-1195.)

**A. Prior Art Invalidity**

1. Whether Plaintiff can establish that it is entitled to a priority date of prior to September 8, 2016, namely whether Plaintiff can establish that it is entitled to a priority date of March 19, 2014, November 25, 2014, or June 2, 2016, for the Asserted '989 Patent Claims.

2. Whether Sage can prove by clear and convincing evidence that the Asserted '989 Patent Claims are invalid as anticipated under 35 U.S.C. § 102 or as obvious under 35 U.S.C. § 103 view of the prior art and the understanding of one of ordinary skill.

3. The level of ordinary skill in the art, the scope and content of the alleged prior art, and the differences between the alleged prior art and the Asserted '989 Patent Claims.

4. Whether there are objective indicia of nonobviousness and whether there is a nexus between those indicia and the claimed invention.

**VI. INVALIDITY OF THE '407 PATENT**

**A. Prior Art Invalidity**

1. Whether Sage can prove by clear and convincing evidence that the Asserted '407 Patent Claims are invalid as anticipated under 35 U.S.C. § 102 or as obvious under 35 U.S.C. § 103 in view of the prior art and the understanding of one of ordinary skill.

2. The level of ordinary skill in the art, the scope and content of the alleged prior art, and the differences between the alleged prior art and the Asserted '407 Patent Claims.

3. Whether there are objective indicia of nonobviousness and whether there is a nexus between those indicia and the claimed invention.

**B. Section 112 Invalidity**

4. Whether Sage can prove by clear and convincing evidence that the '407 patent is invalid for failing to comply with t 35 U.S.C. § 112.

**VII. UNENFORCEABILITY OF THE ‘376, ‘989, AND ‘407 PATENTS (To Be Decided By The Court)**

1. Whether Sage can prove by a preponderance of the evidence that the ‘376, ‘989, and ‘407 patents are unenforceable due to waiver as a result of the conduct of PureWick.

2. Whether Sage can prove by a preponderance of the evidence that the ‘376, ‘989, and ‘407 patents are unenforceable due to equitable estoppel as a result of the misleading conduct of PureWick.

3. Whether Sage can prove by clear and convincing evidence that the ‘376, ‘989, and ‘407 patents are unenforceable due to unclean hands due to the conduct of PureWick.

4. Whether Sage can prove by a preponderance of the evidence that the ‘376, ‘989, and ‘407 patents are unenforceable due to acquiescence as a result of the conduct of PureWick.

**VIII. REMEDIES FOR PUREWICK’S CLAIMS**

The following issues only apply if Sage is found liable for infringing a valid claim of the ‘376, ‘989, and ‘407 patents and equitable defenses do not apply:

1. The amount of damages to which PureWick is entitled after August 12, 2019 (the date of notice pursuant to 35 U.S.C. § 287 for the ‘376 patent), after August 27, 2019 (the date of issuance for the ‘989 patent), or after January 2020 for the ‘407 patent, including the amount of reasonable royalties, if any, to compensate Plaintiff for any alleged infringement, and the amount of prejudgment or post-judgment interest, if any.

2. Whether PureWick can prove by a preponderance of the evidence that it is entitled to lost profits damages, including whether they can prove by a preponderance of the evidence:

demand for the patented product; absence of acceptable, non-infringing substitutes;<sup>4</sup> manufacturing and marketing capability to exploit the demand; and the amount of the profit that Plaintiff would have made.

3. Whether PureWick can prove that a permanent injunction enjoining Sage from any acts constituting infringement of the '376, '989, and '407 patents is warranted.

4. Whether PureWick can prove enhanced damages are warranted.

5. Whether PureWick can prove attorneys' fees and costs are warranted.

#### **IX. REMEDIES FOR SAGE'S DEFENSES AND COUNTERCLAIMS**

1. Whether Sage can prove attorneys' fees and costs are warranted.

2. Whether Sage can prove other remedies are appropriate including equitable remedies described above.

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<sup>4</sup> As explained previously, given the time constraints and the now-pending second case, Sage is not arguing at trial that PrimaFit 2.0 is a non-infringing alternative in the present lawsuit. Sage maintains its position that PrimaFit 2.0 does not infringe and reserves all rights with regard to the second lawsuit.

# **SCHEDULE C1**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

PUREWICK CORPORATION,	)	
	)	
Plaintiff/Counterclaim Defendant,	)	
	)	C.A. No. 19-1508-MN
v.	)	
	)	
SAGE PRODUCTS, LLC,	)	
	)	
Defendant/Counterclaim Plaintiff.	)	
	)	

**PLAINTIFF'S STATEMENT OF ISSUES  
OF LAW THAT REMAIN TO BE LITIGATED**

Plaintiff identifies the following issues of law that remain to be litigated, with citations to authorities relied upon. This statement is based on the arguments Plaintiff expects to make as well as its understanding of the arguments that Defendant are likely to make. If Defendant seeks to introduce different legal arguments, Plaintiff reserves the right to supplement this statement. If an issue identified herein is more properly considered an issue of fact, it should be so considered. If an issue of fact is more properly considered an issue of law, that issue is incorporated into this statement. The authorities cited herein are not exhaustive; Plaintiff may rely on authority not cited in this statement.

The issues of law identified herein do not include any outstanding issues of law with respect to the parties' proposed jury instructions. Plaintiff will present those legal issues, if necessary, in its proposed instructions to the Court.

Plaintiff reserves the right to revise Plaintiff's statement of issues of law as necessary in light of the Court's pretrial orders, including evidentiary rulings, or in the event that any new allegations arise for which Defendant's submissions did not fairly put Plaintiff on notice.

## **I. DAMAGES**

### **A. Lost Profits**

1. Whether Plaintiff is entitled to an award of its lost profits due to Defendant's infringement of the '376 and/or '989 patents.

Relevant Authority: 35 U.S.C. § 284. For lost profits, "the patentee must show a reasonable probability that, 'but for' the infringement, it would have made the sales that were made by the infringer." *WL. Gore & Assocs., Inc. v. C.R. Bard, Inc.*, 198 F. Supp. 3d 366, 374 (D. Del. 2016) (citing *Rite-Hite Corp. v. Kelley Co.*, 56 F.3d 1538, 1545 (Fed. Cir. 1995)). Two recognized frameworks for showing but-for causation are the two-supplier test and the *Panduit* test. *See Micro Chem., Inc. v. Lextron, Inc.*, 318 F.3d 1119, 1122 (Fed. Cir. 2003).

To prevail under the two-supplier market theory, a patentee must show: the relevant market contains only two suppliers; its own manufacturing and marketing capability to make the sales that were diverted to the infringer; and the amount of profit it would have made from these diverted sales. *Micro Chem.*, 318 F.3d at 1124.

The *Panduit* test requires the patent owner to prove: (1) demand for the patented product; (2) absence of acceptable, non-infringing alternatives; (3) manufacturing and marketing capability to exploit demand; and (4) the amount of the profit it would have made. *Panduit Corp. v. Stahl Bros. Fibre Works, Inc.*, 575 F.2d 1152, 1156 (6th Cir. 1978).

**B. Enhanced Damages**

2. Whether Plaintiff should be awarded enhanced damages for Defendant's patent infringement.

Relevant Authority: 35 U.S.C. § 284; *Halo Elecs. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923, 1931 (2016); *Whitserve, LLC v. Comput. Packages, Inc.*, 694 F.3d 10, 37 (Fed. Cir. 2012); *Jurgens v. CBK, Ltd.*, 80 F.3d 1566, 1570 (Fed. Cir. 1996).

**C. Attorneys' Fees**

3. Whether Plaintiff should be awarded its attorneys' fees in this case under 35 U.S.C. § 285.

Relevant Authority: 35 U.S.C. § 285; *Octane Fitness, LLC v. ICON Health & Fitness, Inc.*, 134 S. Ct. 1749, 1755-56 (2014).

**D. Pre-judgment and Post-Judgment Interest**

4. Whether Plaintiff is entitled to prejudgment and post-judgment interest.

Relevant Authority: 35 U.S.C. § 284; *GM Corp. v. Devex Corp.*, 461 U.S. 648, 655 (1983) (“[P]rejudgment interest should ordinarily be awarded.”). “Generally, prejudgment interest should be awarded from the date of infringement to the date of

judgment.” *Nickson Indus. v. Rol Mfg. Co.*, 847 F.2d 795, 800 (Fed. Cir. 1988); *Ironworks Patents, LLC v. Apple, Inc.*, 255 F. Supp. 3d 513,533 (D. Del.2017).

Post-judgment “[i]nterest shall be allowed on any money judgment in a civil case recovered in a district court” and “[s]uch interest shall be calculated from the date of the entry of the judgment, at a rate equal to the weekly average 1-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System, for the calendar week preceding the date of the judgment.” 28 U.S.C. § 1961(a).

#### **E. Permanent Injunctive Relief**

5. Whether Plaintiff should be granted permanent injunctive relief against Defendant enjoining it from further infringement based on the accused products and any products that are not colorably different.

Relevant Authority: 35 U.S.C. § 283; *eBay, Inc. v. MercExchange L.L.C.*, 126 S. Ct. 1837, 1840 (2006); *Apple Inc. v. Samsung Elecs. Co., Ltd.*, 809 F.3d 633,647 (Fed. Cir. 2015); *Trebro Mfg. v. Firefly Equip.*, 748 F.3d 1159, 1171 (Fed. Cir. 2014); *Ferring Pharma., Inc. v. Watson Pharm., Inc.*, 765 F.3d 205 (3d Cir. 2014); *Presidio Components, Inc. v. Am. Tech. Ceramics Corp.*, 702 F.3d 1351, 1363 (Fed. Cir. 2012); *Evonik Degussa GmbH v. Materia, Inc.*, No. 09-636 (NLH/JS), 2017 WL 3434156, at \*3 (D. Del. Aug. 10, 2017).

#### **F. Ongoing Royalty**

6. Whether, if a permanent injunction is not awarded, Plaintiff should be awarded an ongoing royalty for Defendants’ future sales of the accused products and any products that are not colorably different.

Relevant Authority: “Under some circumstances, awarding an ongoing royalty for patentinfringement in lieu of an injunction may be appropriate.” *Paice LLC v. Toyota Motor Corp.*, 504 F.3d 1293, 1314 (Fed. Cir. 2007); *see also Bard Peripheral Vascular, Inc. v. W.L.*

*Gore & Assocs.*, 670 F.3d 1171, 1192 (Fed. Cir. 2012)(“The award of an ongoing royalty instead of a permanent injunction to compensate for future infringement is appropriate in some cases.”); *Arctic Cat, Inc. v. Bombardier Recreational Prods., Inc.*, 876 F.3d 1350, 1370 (Fed. Cir. 2017)(affirming award of ongoing royalties).

## **II. VALIDITY**

### **A. Priority Date of ‘376 and ‘989 Patents**

7. Whether the asserted claims of the ‘376 Patent are entitled to a priority date of March 19, 2014, the filing date of U.S. Application No. 61/955,537.

8. Whether the asserted claims of the ‘376 Patent are entitled to a priority date of Nov. 25, 2014, the filing date of U.S. Application No. 62/084,078.

9. Whether the asserted claims of the ‘376 Patent are entitled to a priority date of June 2, 2016, the filing date of U.S. Application No. 15/171,968.

10. Whether the asserted claims of the ‘376 Patent are entitled to a priority date of September 8, 2016, the filing date of U.S. Application No. 15/260,103.

11. Whether the asserted claims of the ‘989 Patent are entitled to a priority date of March 19, 2014, the filing date of U.S. Application No. 61/955,537.

12. Whether the asserted claims of the ‘989 Patent are entitled to a priority date of Nov. 25, 2014, the filing date of U.S. Application No. 62/084,078.

13. Whether the asserted claims of the ‘989 Patent are entitled to a priority date of June 2, 2016, the filing date of U.S. Application No. 15/171,968.

Relevant Authority: Claims may benefit from the filing date of a provisional application “if the provisional application provided adequate written description under 35 U.S.C. § 112, ¶ 1.” *Trading Techs. Int’l, Inc. v. eSpeed, Inc.*, 595 F.3d 1340, 1359 (Fed. Cir. 2010); *PowerOasis, Inc. v. T-Mobile USA, Inc.*, 522 F.3d 1299, 1306 (Fed. Cir. 2008). “Entitlement to priority under § 120

is a matter of law.” *In re Owens*, 710 F.3d 1362, 1366 (Fed. Cir. 2013). However, “[w]hether a claimed invention is supported by an adequate written description under § 112, ¶ 1, is a question of fact.” *Id.* “The test for sufficiency of the written description. . . has been expressed as ‘whether the disclosure of the application relied upon reasonably conveys to those skilled in the art that the inventor had possession of the claimed subject matter as of the filing date.’” *Id.*; *PowerOasis*, 522 F.3d at 1306. “[A] prior application need not contain precisely the same words as are found in the asserted claims” to satisfy the written description test. *PowerOasis*, 522 F.3d at 1306; *see also Novartis Pharm. Corp. v. Accord Healthcare, Inc. et al.*, No. 21-1070 (Fed. Cir. Jan. 3, 2022)(“A ‘disclosure need not recite the claimed invention *in haec verba*.”).

#### **B. Obviousness**

14. Whether Defendant has proven by clear and convincing evidence that any of the asserted claims are invalid as obvious.

Relevant Authority: “Obviousness is a question of law based on underlying factual inquiries including: (1) the scope and content of the prior art; (2) the level of ordinary skill in the art; (3) the differences between the prior art and the claimed invention; and (4) extent of any objective indicia of non-obviousness.” *Winner Intern. Royalty Corp. v. Wang*, 202 F.3d 1340, 1348 (Fed. Cir. 2000).

#### **C. Indefiniteness**

15. Whether Defendant has proven by clear and convincing evidence that claim 7 of the ’407 patent is indefinite under 35 U.S.C. § 112.

### **III. UNENFORCEABILITY**

16. Whether Defendant has proven by clear and convincing evidence that any of the Patents-in-Suit are unenforceable based on equitable estoppel, waiver, acquiescence or unclean hands.

Relevant Authority: A claim for equitable estoppel requires proof that: “(1) the patentee, through misleading conduct leads the alleged infringer to reasonably infer that the patentee does not intend to enforce its patent against the alleged infringer; (2) the alleged infringer relies on that conduct; and (3) due to its reliance, the alleged infringer will be materially prejudiced if the patentee is allowed to proceed with its claim.” *Ecolab, Inc. v. Envirochem, Inc.*, 264 F.3d 1358, 1371 (Fed. Cir. 2001); *see also Ferring B.V. v. Allergan, Inc.*, 980 F.3d 841, 853 (Fed. Cir. 2020). “Even if all three elements of equitable estoppel are established, the court must consider any other evidence or facts ‘respecting the equities of the parties in exercising its discretion and deciding whether to allow the defense of equitable estoppel to bar the suit.’” *A.C. Aukerman Co. v. R.L. Chaides Constr. Co.*, 960 F.2d 1020, 1043 (Fed. Cir. 1992) (en banc), *abrogated on other grounds by SCA Hygiene Prods. Aktiebolag v. First Quality Baby Prods., LLC*, 137 S. Ct. 954, 959, 197 L.Ed.2d 292 (2017).

Silence alone “will not create an estoppel unless there was a clear duty to speak or somehow the patentee’s continued silence reenforces the defendant’s inference from the plaintiff’s known acquiescence that the defendant will be unmolested.” *SCA Hygiene Prods. v. First Quality Baby Prods.*, 767 F.3d 1339, 1349 (Fed. Cir. 2014); *Zimmer Tech., Inc. v. Howmedica Osteonics Corp.*, 453 F. Supp. 2d 1030, 1055 (N.D. Ind. 2006) (“Unless the facts demonstrate misleading conduct by the patentee other than communication followed by a period of silence alone, the patentee must have ‘threatened immediate or vigorous enforcement of its patent rights’ for the communication to be misleading.”).

A claim for implied license by acquiescence “requires proof that (1) the patentee, through statements or conduct, gave an affirmative grant of consent or permission to make, use, or sell to the alleged infringer...The first element requires the patentee to communicate that ‘the accused

infringer will not be disturbed by the plaintiff patentee in the activities in which the former is currently engaged.”” *Winbond Elecs. Corp. v. International Trade Com’n*, 262 F.3d 1363, 1374 (Fed. Cir. 2001) (emphasis in original).

A defense of waiver requires a showing of: (1) an existing right; (2) knowledge of the right; (3) and an actual intention to relinquish the right. *Sun Microsystems, Inc. v. Versata Enterprises, Inc.*, 630 F. Supp. 2d 395, 409 (D. Del. 2009).

Proof of unclean hands requires clear and convincing evidence of an unconscionable act that is material to the litigation, specific bad-faith and a willful intent to deceive the court. *See Keystone Driller Co v. General Excavator Co.*, 290 U.S. 240, 245 (1933); *Precision Instrument Mfg. Co. v. Automotive Maintenance Machinery Co.*, 324 U.S. 806, 814 (1945).

# **SCHEDULE C2**

**SCHEDULE C2:**  
**SAGE’S STATEMENT OF ISSUES OF LAW THAT REMAIN TO BE LITIGATED**  
**RELATING TO THE ‘376, ‘989, AND ‘407 PATENTS**  
*PureWick Corporation v. Sage Products, LLC* (C.A. No. 19-1508-MN)

Pursuant to Local Rule 16.3(c)(5), Defendants and Counterclaim Plaintiff Sage Products, LLC (“Sage”), submits the following Statement of Issues of Law that Remain to be Litigated Relating to the ‘376, ‘989, and ‘407 patents. Certain issues cannot be determined until the entire case is completed.

This Statement is based on Sage’s current understanding of the arguments Plaintiff and Counterclaim Defendant PureWick Corporation (“PureWick”) is likely to advance in this case, based upon the pleadings and discovery in the action to date. To the extent that PureWick attempts to introduce different or additional facts or legal theories, Sage reserves the right to rely on other legal authorities to counter those facts or theories.

To the extent that Defendant and Counterclaim Plaintiff’s Issues of Fact that Remain to Be Litigated in **Schedule B2** contain issues of law, those issues are incorporated by reference. Moreover, if any issue of law identified below is more properly considered an issue of fact, then such statement should be considered part of Defendant and Counterclaim Plaintiff’s Issues of Fact that Remain to Be Litigated in **Schedule B2**. Sage reserves the right to rely on additional authority, including authority cited by PureWick in its Statement of Issues of Law that Remain to be Litigated (**Schedule C1**).

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## **I. INFRINGEMENT OF THE ‘376, ‘989, AND ‘407 PATENTS**

### **A. Direct Infringement: Literal Infringement And Infringement Under The Doctrine of Equivalents**

#### **1. Issues**

Sage contends that the following are issues of fact though literal infringement includes issues of law as set forth below (including claim construction): (i) whether Sage literally infringes, or has infringed, Claims 1, 5, and 9 of the ‘376 patent (“the Asserted ‘376 Patent Claims”) by making, using, selling, and/or offering to sell the PrimaFit product; (ii) whether Sage literally infringes, or has infringed, by using the methods in Claims 1, 2, and 6 of the ‘989 patent (“the Asserted ‘989 Patent Claims”); and (iii) whether Sage literally infringes, or has infringed, Claims 1, 2, 7, and 13 of the ‘407 patent (“the Asserted ‘407 Patent Claims”) by making, using, selling, and/or offering to sell the PrimoFit product.<sup>1</sup>

Sage contends that the following are issues of fact though equivalents infringement also includes issues of law including the doctrine of claim vitiation: whether Sage infringes, or has infringed, Claim 2 of the 407 patent under the doctrine of equivalents by making, using, selling, and/or offering to sell the PrimoFit product.

#### **2. Legal Standards**

Section 271(a) of the Patent Act, which sets forth the acts that constitute direct infringement of a patent, provides that:

Except as otherwise provided in this title, whoever without authority makes, uses, offers to sell, or sells any patented invention, within the United States or imports into the United States any patented invention during the term of the patent therefor, infringes the patent.

The patent owner bears the burden of proving infringement by a preponderance of the evidence. *See Ferring B.V. v. Watson Labs., Inc.-Fla.*, 764 F.3d 1401, 1408 (Fed. Cir. 2014). Infringement

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<sup>1</sup> PureWick’s claim of infringement regarding the ‘508 patent has been stayed.

is a question of fact. *Id.* at 1408.

A determination of infringement under 35 U.S.C. § 271(a) requires a two-step analysis. “The first step is determining the meaning and scope of the patent claims asserted to be infringed.” *Markman v. Westview Instruments, Inc.*, 52 F.3d 967, 976 (Fed. Cir. 1995) (*en banc*), *aff’d*, 517 U.S. 370 (1996). “[T]he construction of a patent, including terms of art within its claim,’ is not for a jury but ‘exclusively’ for ‘the court’ to determine.” *Teva Pharm. USA, Inc. v. Sandoz, Inc.*, 135 S.Ct. 831,835 (2015) (quoting *Markman* 517 U.S. at 372). In the second step, the accused device must be compared to the claim language as properly interpreted. *See Markman*, 52 F.3d at 976; *Tanabe Seiyaku Co. v. U.S. Int’l Trade Comm’n*, 109 F.3d 726, 731 (Fed. Cir. 1997).

With regard to claim construction (Step 1), the Court construed the disputed claim terms in its February 17, 2021 Memorandum Opinion on Claim Construction. D.I. 128.<sup>2</sup>

With regard to Step 2, “[t]o show infringement of a patent, a patentee must supply sufficient evidence to prove that the accused product or process contains, either literally or under the doctrine of equivalents, every limitation of the properly construed claim.” *Seal-Flex, Inc. v. Athletic Track & Court Constr.*, 172 F.3d 836, 842 (Fed. Cir. 1999). “[A] dependent claim, by nature, incorporates all the limitations of the claim to which it refers.” *Jeneric/Pentron, Inc. v. Dillon Co.*, 205 F.3d 1377, 1383 (Fed. Cir. 2000). Consequently, it is “a fundamental principle of patent law that ‘dependent claims cannot be found infringed unless the claims from which they depend have been found to have been infringed.’” *Id.* (quoting *Wahpeton Canvas Co. v. Frontier, Inc.*, 870 F.2d 1546, 1553 (Fed. Cir. 1998)). “[A]n accused device that ‘sometimes, but not always, embodies a claim[] nonetheless infringes.’” *Broadcom Corp. v. Emulex Corp.*, 732 F.3d 1325, 1333 (Fed. Cir. 2013) (quoting *Bell Commc’ns Research, Inc. v. Vitalink Commc’ns Corp.*, 55 F.3d 615, 622–23

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<sup>2</sup> Sage reserves its objections to the Claim Construction Order.

(Fed. Cir. 1995)).

An accused product literally infringes when it contains each and every limitation of the asserted claim. *Trebro Mfg. v. FireFly Equip., LLC*, 748 F.3d 1159, 1166 (Fed. Cir. 2014). If the patentee fails to prove that a claim limitation is literally present in the accused product, then there can be no finding of literal infringement of that claim. *V-Formation, Inc. v. Benetton Group SpA*, 401 F.3d 1307, 1312 (Fed. Cir. 2005) (finding no literal infringement where the accused devices did not include one of the limitations of the asserted claims); *Telemac Cellular Corp. v. Topp Telecom, Inc.*, 247 F.3d 1316, 1330 (Fed. Cir. 2001) (noting that “[a]ny deviation from the claim precludes such a finding” of literal infringement).

A product that does not literally infringe a patent based on the express limitations of a patent may nonetheless be found to infringe under the doctrine of equivalents if “the accused product or process contain[s] elements identical or equivalent to each claimed element of the patented invention.” *Warner-Jenkinson Co., Inc. v. Hilton Davis Chem. Co.*, 520 U.S. 17, 40 (1997); *see also Wi-Lan, Inc. v. Apple Inc.*, 811 F.3d 455, 463 (Fed. Cir. 2016). “A finding of infringement under the doctrine of equivalents requires a showing that the difference between the claimed invention and the accused product or method was insubstantial or that the accused product or method performs the substantially same function in substantially the same way with substantially the same result as each claim limitation of the patented product or method.” *AquaTex Indus., Inc. v. Techniche Sols.*, 479 F.3d 1320, 1326 (Fed. Cir. 2007).

There can be no infringement under the doctrine of equivalents “if even one limitation of a claim or its equivalent” is missing from an accused product or process. *Lockheed Martin Corp. v. Space Sys./Loral, Inc.*, 324 F.3d 1308, 1321 (Fed. Cir. 2003); *see also Warner-Jenkinson*, 520 U.S. at 29 (“Each element contained in a patent claim is deemed material to defining the scope of

the patented invention, and thus the doctrine of equivalents must be applied to individual elements of the claim, not to the invention as a whole.”). A patentee attempting to show infringement under the doctrine of equivalents must “provide particularized testimony and linking argument as to the ‘insubstantiality of the differences’ between the claimed invention and the accused device or process, or with respect to the function, way, result test . . . . Such evidence must be presented on a limitation-by-limitation basis. Generalized testimony as to the overall similarity between the claims and the accused infringer’s product or process will not suffice.” *AquaTex*, 479 F.3d at 1328 (quoting *Texas Instruments Inc. v. Cypress Semiconductor Corp.*, 90 F.3d 1558, 1567 (Fed. Cir. 1996)).

The scope of potential equivalents is limited by the principle of prosecution history estoppel, whereby “a patentee is unable to reclaim through the doctrine of equivalents what was surrendered or disclaimed in order to obtain the patent.” *Loral Fairchild Corp. v. Sony Corp.*, 181 F.3d 1313, 1322 (Fed. Cir. 1999). Prosecution history estoppel applies not only “to matter surrendered as a result of amendments to overcome patentability rejections,” but also “to matter surrendered . . . as a result of an argument to secure allowance of a claim.” *Id.* (citations omitted). “Competitors may rely on the estoppel to ensure that their own devices will not be found to infringe by equivalence.” *Festo Corp. v. Shoketsu Kinzoku Kogyo Kabushiki Co.*, 535 U.S. 722, 727 (2002). Questions regarding the scope and application of prosecution history estoppel “are questions of law for the court, not a jury, to decide.” *Festo Corp. v. Shoketsu Kinzoku Kogyo Kabushiki Co.*, 344 F.3d 1359, 1368 (Fed. Cir. 2003).

“[T]he concept of equivalency cannot embrace a structure that is specifically excluded from the scope of the claims.” *Dolly, Inc. v. Spalding & Evenflo Cos.*, 16 F.3d 394, 400 (Fed. Cir. 1994). Such a specific exclusion occurs where “the patentee seeks to encompass a structural feature

that is the opposite of, or inconsistent with, the recited limitation.” *Augme Techs., Inc. v. Yahoo! Inc.*, 755 F.3d 1326, 1335 (Fed. Cir. 2014) (citing *SciMed Life Sys., Inc. v. Advanced Cardiovascular Sys., Inc.*, 242 F.3d 1337, 1346–47 (Fed. Cir. 2001)). Additionally, the scope of equivalency cannot extend to features or structures specifically excluded by the Court’s construction of a disputed term. *See id.* at 1332-35 (“No reasonable jury could find equivalence” where “doing so would require a determination that embedded code is substantially the same as linked code—the very thing the construction of ‘embedded’ excludes.”).

“Under the ‘all-elements rule,’ a patentee may not assert a theory of equivalence that would entirely vitiate a particular claim element.” *Trading Techs. Int’l, Inc. v. eSpeed Int’l, Ltd.*, 595 F.3d 1340, 1355 (Fed. Cir. 2010) (internal quotation marks omitted); *see also Ortho-McNeil Pharm., Inc. v. Caraco Pharm. Labs., Ltd.*, 476 F.3d 1321, 1328-29 (Fed. Cir. 2007). An infringement theory under the doctrine of equivalents “fails if it renders a claim limitation inconsequential or ineffective.” *Akzo Nobel Coatings, Inc. v. Dow Chem. Co.*, 811 F.3d 1334, 1342 (Fed. Cir. 2016). The Supreme Court has cautioned, “[i]t is important to ensure that the application of the doctrine [of equivalents], even as to an individual element, is not allowed such broad play as to effectively eliminate that element in its entirety.” *Warner-Jenkinson*, 520 U.S. at 29. “[A]pplication of the all limitations rule is a question of law. *Pfizer, Inc. v. Teva Pharmaceuticals, USA, Inc.*, 429 F.3d 1364, 1379-1257 (Fed. Cir. 2005); *Cordis Corp. v. Boston Scientific Corp.*, 561 F.3d 1319, 1330 (Fed. Cir. 2009) (“Whether the doctrine of equivalents vitiated a patent claim is a question of law we review de novo.”)

“[A] patent applicant who discloses but does not claim subject matter has dedicated that matter to the public and cannot reclaim the disclosed matter under the doctrine of equivalents.” *PSC Computer Prods., Inc. v. Foxconn Int’l*, 355 F.3d 1353, 1355-56 (Fed. Cir. 2004).

“The fact of separate patentability is relevant [to equivalency], and is entitled to due weight.” *National Presto Indus., Inc. v. West Bend Co.*, 76 F.3d 1185, 1192 (Fed. Cir. 1996); *see also Siemens Med. Sols. USA, Inc. v. Saint-Gobain Ceramics & Plastics, Inc.*, 637 F.3d 1269, 1280 (Fed. Cir. 2011) (“where, as here, the alleged equivalent is claimed in a separate patent, this fact, when weighed by the fact-finder together with all other relevant evidence, may make equivalency ‘considerably more difficult to make out’ by a preponderance of the evidence.”). That is because separate patentability shows that the differences between the accused product and the patent-in-suit are not insubstantial. *Zygo Corp. v. Wyko Corp.*, 79 F.3d 1563, 1570 (Fed. Cir. 1996) (“The nonobviousness of the accused device, evidenced by the grant of a United States patent, is relevant to the issue of whether the change therein is substantial.”).

## **B. Indirect Infringement: Induced Infringement And Contributory Infringement**

### **1. Issues**

PureWick alleges contributory and inducement of infringement of the Asserted Claims of the ‘376 and ‘989 patents, which are issues of fact but may include legal issues as discussed herein.

### **2. Legal Standard For Inducement Of Infringement**

35 U.S.C. § 271(b), which sets forth the acts that constitute direct infringement of a patent, provides that: “Whoever actively induces infringement of a patent shall be liable as an infringer.” Direct infringement is a predicate for a finding of induced infringement. *Limelight Networks, Inc. v. Akamai Techs., Inc.*, 572 U.S. 915, 921, (2014). Further “a method's steps have not all been performed as claimed by the patent unless they are all attributable to the same defendant, either because the defendant actually performed those steps or because he directed or controlled others who performed them.” *Id.* at 921-22. “Where more than one actor is involved in practicing the steps, a court must determine whether the acts of one are attributable to the other such that a single entity is responsible for the infringement,” and an entity “is responsible for others' performance of

method steps in two sets of circumstances: (1) where that entity directs or controls others' performance, and (2) where the actors form a joint enterprise.” *Akamai Techs., Inc. v. Limelight Networks, Inc.*, 797 F.3d 1020, 1022–23 (Fed. Cir. 2015) (en banc). “To prove inducement of infringement, the patentee must ‘show that the accused inducer took an affirmative act to encourage infringement with the knowledge that the induced acts constitute patent infringement.’” *Info-Hold v. Muzak LLC*, 783 F.3d 1365, 1372 (Fed. Cir. 2015) (citation omitted). “The mere existence of direct infringement . . . , while necessary to find liability for induced infringement, is not sufficient for inducement.” *Takeda Pharm. U.S.A., Inc. v. West-Ward Pharm. Corp.*, 785 F.3d 625, 630-31 (Fed. Cir. 2015).

Knowledge of the patent-in-suit is a requirement to establish indirect infringement. *Global-Tech Appliances, Inc. v. SEB S.A.*, 563 U.S. 754, 763-64 (2011). “To prevail on a claim for indirect infringement, a plaintiff must first demonstrate direct infringement, and then establish that the ‘defendant possessed the requisite knowledge or intent to be held vicariously liable.’” *Monec Holding AG v. Motorola Mobility, Inc.*, 897 F. Supp. 2d 225, 229 (D. Del. 2012) (citations omitted). That requires, for both induced infringement and contributory infringement, allegations that “the defendant [knew] of the patent, and [knew] that the defendant’s actions [have] either induc[ed] or contribut[ed] to another’s direct infringement.” *Chalumeau Power Sys. LLC v. Alcatel-Lucent*, No. CIV.A. 11-1175-RGA, 2012 WL 6968938, at \*1 (D. Del. July 18, 2012) (citing *Global-Tech Appliances, Inc. v. SEB S.A.*, 563 U.S. 754, 763-64 (2011)) (emphasis added). For the knowledge requirement, “actual, and not constructive knowledge [is] required.” *Id.* “[M]ere knowledge of possible infringement by others does not amount to inducement; specific intent and action to induce infringement must be proven.” *Takeda Pharm*, 785 F.3d at 631.

It is well-established that selling a product and instructing a third party to use a product in

a way that a plaintiff alleges constitutes infringement does not amount to knowledge of infringement or specific intent to infringe a particular patent. *See, e.g., Global-Tech*, 563 U.S. at 765 (distinguishing between knowledge of acts that constitute infringement and knowledge that such acts are infringing); *DSU Medical Corp. v. JMS Co., Ltd.*, 471 F.3d 1293, 1306 (Fed. Cir. 2006) (“inducement requires evidence of culpable conduct, . . . not merely that the inducer had knowledge of the direct infringer’s activities”). “Inducement can be found where there is ‘[e]vidence of active steps taken to encourage direct infringement,’ which can in turn be found in ‘advertising an infringing use or instructing how to engage in an infringing use.’” *Takeda*, 785 F.3d at 630-31 (citation omitted). “But such instructions need to evidence ‘intent to encourage infringement.’” *Id.* at 631 (citation omitted). “The question is not just whether instructions ‘describ[e] the infringing mode,’ . . . but whether the ‘instructions teach an infringing use of the device such that [the court is] willing to infer from those instructions an affirmative intent to infringe the patent[.]’” *Id.* (citations omitted). “Merely ‘describ[ing]’ . . . an infringing mode is not the same as ‘recommend[ing],’ . . . ‘encourag[ing],’ . . . or ‘promot[ing]’ . . . an infringing use, or suggesting that an infringing use ‘should’ be performed . . . .” *Id.* (citations omitted).

### 3. Legal Standard For Contributory Infringement

35 U.S.C. § 271(c), which sets forth the acts that constitute direct infringement of a patent, provides that:

Whoever offers to sell or sells within the United States or imports into the United States a component of a patented machine, manufacture, combination or composition, or a material or apparatus for use in practicing a patented process, constituting a material part of the invention, knowing the same to be especially made or especially adapted for use in an infringement of such patent, and not a staple article or commodity of commerce suitable for substantial noninfringing use, shall be liable as a contributory infringer.

To establish liability for contributory infringement, a patentee must prove the following four elements: “1) that there is direct infringement, 2) that the accused infringer had knowledge of

the patent, 3) that the component has no substantial noninfringing uses, and 4) that the component is a material part of the invention.” *See Fujitsu Ltd. v. Netgear Inc.*, 620 F.3d 1321, 1326 (Fed. Cir. 2010).

As discussed above, knowledge of the patent-in-suit is a requirement to establish indirect infringement. *Global-Tech* 563 U.S. at 763-64. Further, contributory infringement requires the defendant to know that the defendant’s actions contribute to infringement. “Both induced infringement and contributory infringement require the defendant to . . . know that the defendant’s actions are either inducing or contributing to another’s direct infringement.” *Chalumeau*, 2012 WL 6968938, at \*1 (citing *Global-Tech*, 563 U.S. at 763-64); *Monec*, 897 F. Supp. 2d at 229 (“To prevail on a claim for indirect infringement, a plaintiff must first demonstrate direct infringement, and then establish that the ‘defendant possessed the requisite knowledge or intent to be held vicariously liable.’” (citations omitted)).

Contributory infringement requires proof of direct infringement (discussed above) and also requires that the accused product have “no use except through practice of the patented method.” *Alloc, Inc. v. Int’l Trade Comm’n*, 342 F.3d 1361, 1374 (Fed. Cir. 2003); *see also Sony Corp. of Am. v. Universal City Studios, Inc.*, 464 U.S. 417, 441 (1984) (“Unless a commodity has no use except through practice of the patented method, the patentee has no right to claim that its distribution constitutes contributory infringement.” (citation and internal quotation marks omitted)). “[A] violator of § 271(c) must know ‘that the combination for which his component was especially designed was both patented and infringing.’” *Global-Tech*, 563 U.S. at 763 (quoting *Aro Mfg. Co. v. Covertible Top Replacement Co.*, 377 U.S. 476, 488 (1964)).

### **C. Willful Infringement**

The issues in this case relate to whether PureWick can prove by a preponderance of the evidence that any infringement by Sage relating to the ‘376 and ‘989 patent was willful.

Willfulness involves issues of fact; nevertheless, a holding of no willfulness can be determined as a matter of law if no fact finder could reasonably find willful infringement.

Willful infringement is an issue of fact for the jury. *WBIP, LLC v. Kohler Co.*, 829 F.3d 1317, 1341 (Fed. Cir. 2016). The patentee has the burden to prove willfulness by a preponderance of the evidence. *Halo Elecs., Inc. v. Pulse Elecs., Inc.*, 136 S. Ct. 1923, 1934 (2016). To show willfulness, a patentee must prove “that an accused infringer acted with a specific intent to infringe.” *Vehicle IP, LLC v. AT&T Mobility LLC*, 227 F. Supp. 3d 319, 330 (D. Del. 2017); *see also Stickle v. Heublein, Inc.*, 716 F.2d 1550, 1565 (Fed. Cir. 1983) (“[M]ore is necessary to support a finding of ‘willfulness’ than that the infringing acts were not inadvertent. The court must determine that the infringer acted in disregard of the patent, that is, that the infringer had no reasonable basis for believing it had a right to do the acts.”). Conduct that is “willful, wanton, malicious, bad faith, deliberate, consciously wrongful, [or] flagrant” may constitute willful infringement and justify the award of enhanced damages. *Halo*, 136 S. Ct. at 1932. “The subjective willfulness of a patent infringer, intentional or knowing, may warrant enhanced damages, without regard to whether his infringement was objectively reckless.” *Id.* at 1933. Copying the patentee’s patented product is evidence of willfulness. *K-TEC, Inc. v. Vita-Mix Corp.*, 696 F.3d 1364, 1378 (Fed. Cir. 2012) (affirming denial of JMOL as to no willfulness where the defendant copied the patentee’s product); *see also Read Corp. v. Portec, Inc.*, 970 F.2d 816, 827 (Fed. Cir. 1992).

“Knowledge of the patent alleged to be willfully infringed continues to be a prerequisite to enhanced damages.” *WBIP*, 829 F.3d at 1341 (Fed. Cir. 2016). Mere awareness of an asserted patent does not constitute willful misconduct. *See Intellectual Ventures I, LLC v. Symantec Corp.*, 234 F. Supp. 3d 601, 611-12 (D. Del. 2017) (granting summary judgment of no willful infringement where plaintiff “identifie[d] no evidence of behavior beyond typical infringement”);

*Vehicle IP LLC*, 227 F. Supp. 3d at 331 (granting summary judgment of no willfulness where the patentee “[did] not identify other evidence, beyond pre-suit knowledge of the patent, that could show that [the accused infringer’s] infringement was ‘egregious,’ ‘deliberate,’ [or] ‘wanton’”). Moreover, knowledge of related patents is not evidence of willful infringement of the asserted patent. *Monec*, 897 F. Supp. 2d at 232, 236.

Evidence of competitive activity is not willful infringement. In *Monec*, 897 F. Supp. 2d at 232, the plaintiff alleged willful infringement and attempted to impute knowledge of the reexamined patent-in-suit based on the defendant’s knowledge of the original, pre-reexamination patent. The court dismissed plaintiff’s willfulness claims and noted that there is “no authority for imposing a duty on Defendants to indefinitely track a particular patent in anticipation of a potential infringement lawsuit.” *Id.* at 233; *see Diamond Grading Techs. Inc. v. Am. Gem Soc’y*, No. 2:14-CV-1161-RWS-RSP, 2016 WL 3902482, at \*2 (E.D. Tex. Mar. 30, 2016) (“The existence of the [reissue] ‘RE963 Patent and the scope of the ‘RE963 Patent’s claims are not facts that can be ascertained merely from notice of the original ‘673 Patent.”); *Virginia Innovation Scis., Inc. v. Samsung Elecs. Co.*, 983 F. Supp. 2d 700, 710 (E.D. Va. 2013) (holding that “knowledge of the ‘492 patent would not plausibly entail knowledge of the patents which claim priority to the ‘492 patent”). *Monec* specifically states that “a plaintiff fails to sufficiently plead knowledge of the patent-in-suit . . . when the factual allegations merely support the conclusion that the parties have patents in the same field.” 897 F. Supp. 2d at 230, 232-33, 236. *Monec* likewise rejected arguments that tried to impute knowledge via allegations of “monitoring” of competitors. *Id.* at 232-33; *see also Lippert Components Mfg., Inc. v. MOR/ryde, Inc.*, No. 3:16-CV-263 RLMMGG, 2018 WL 345767, at \*2 (N.D. Ind. Jan. 10, 2018) (assertions that “the companies were competitors and [defendant] actively monitored intellectual property” does not make knowledge of the patents-in-

suit plausible under *Iqbal*).

## II. INVALIDITY

### A. Priority Date Of An Asserted Patent

#### 1. Issues

The priority date of asserted claims is a question of law, which in some cases involves underlying questions of fact. The following priority date issues are a question of law with underlying questions of fact: Whether PureWick can establish that it is entitled to a priority date earlier than its filing dates of June 1, 2017, and September 8, 2016, for the 376 and 989 patents respectively, and specifically whether PureWick can establish that one of its March 19, 2014, November 25, 2014, or June 2, 2016 application, in a single application, provide adequate written description support for the full scope of the Asserted Claims of the 376 and 989 Patents.<sup>3</sup>

#### 2. Legal Standards

“Entitlement to priority under § 120 is a legal determination based on underlying fact findings.” *Nat. Alternatives Int’l, Inc. v. Iancu*, 904 F.3d 1375, 1379 (Fed. Cir. 2018). Determination of a patent's priority date is purely a question of law if the facts underlying that determination are undisputed. *Medtronic CoreValve, LLC v. Edwards Lifesciences Corp.*, 741 F.3d 1359, 1363 (Fed. Cir. 2014).

Patent claims “are not entitled to an earlier priority date merely because the patentee claims priority.” *In re NTP, Inc.*, 654 F.3d 1268, 1276 (Fed. Cir. 2011). “When neither the PTO nor the Board has previously considered priority, there is simply no reason to presume that claims in a continuation-in-part application are entitled to the effective filing date of an earlier filed

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<sup>3</sup> The day before the Pretrial Order was due, PureWick added as a disputed issue whether the disclosure of the ‘989 patent (the ‘103 application) provides written description of the subject matter of claims 1, 5 and 9 of the ‘376 patent. This is a new dispute. PureWick’s expert offered no opinion on whether the specification of the ‘989 patent supported the full scope of the claims of the ‘376 patent. (See D.I. 210, Ex. 33 at Paras. 1193-1195.)

application....” *PowerOasis, Inc. v. T-Mobile USA Inc.*, 522 F.3d 1299, 1306 (Fed. Cir. 2008). However, the PTO’s decision on priority is accorded “deference.” *Id.* at 1304. “It is elementary patent law that a patent application is entitled to the benefit of the filing date of an earlier filed application only if the disclosure of the earlier application provides support for the claims of the later application, as required by 35 U.S.C. § 112.” *Id.*

In *PowerOasis*, the Federal Circuit found that an original application did not provide adequate written description support for the element “customer interface.” 522 F.3d at 1306-1311. While the earlier application included embodiments with a user interface on the claimed vending machine, a later CIP added a new embodiment with a remotely-located interface. *Id.* at 1307. The Court held that, even though the newly-added embodiment was known to skilled artisans, “[o]bviousness simply is not enough; the subject matter must be disclosed to establish possession.” *Id.* at 1310. The court held that the full scope of the claims, which covered both embodiments, were only fully supported by the later-filed CIP (and thus were only entitled to the later priority date) and invalidated the CIP claims based on a prior use. *Id.* at 1310-11; see also *Technology Licensing Corp. v. Videotek, Inc.*, 545 F.3d 1316, 1322-26, 1333-34 (Fed. Cir. 2008) (CIP claims not entitled to parent’s priority date where patentee cited to new matter as support for newly-added claims); *Chiron v. Genentech, Inc.*, 363 F.3d 1247, 1255-57 (Fed. Cir. 2004) (claims in CIP to multiple antibodies could not claim priority to earlier application disclosing one type); *Anascope, Ltd. v. Nintendo of Am. Inc.*, 601 F.3d 1333, 1335-40 (Fed. Cir. 2010).

35 U.S.C. § 120 provides that a patent application may claim the benefit of an earlier filing date if, inter alia, “a specific reference to the earlier filed application...[is] submitted at such time during the pendency of the application....” “‘Specific reference,’ in the context of § 120, means that the application seeking the benefit must state (or be amended to state) that it claims the benefit

of the earlier filed application's filing date, identifying each earlier-filed application....and explaining how the applications are related to one another" *Nat. Alternatives*, 904 F.3d at 1380 (Fed. Cir. 2018). Moreover, "the 'specific reference' requirement mandates 'each intermediate application in the chain of priority to refer to the prior applications.'" *Medtronic CoreValve*, 741 F.3d at 1363 (Fed. Cir. 2014). Thus, if one application in the chain does not appropriately claim priority to each prior application, the chain of priority is "broken" and "the later-filed application is not entitled to the benefit of the filing date of applications preceding the break in the priority chain." *Droplets, Inc. v. E\*TRADE Bank*, 887 F.3d 1309, 1320 (Fed. Cir. 2018). Additionally, if a patent application claims priority to several separate applications, none of which claim priority to each other, the specification of each single application must be considered on its own for purposes of assessing written description support. *See PowerOasis*, 522 F.3d at 1306 (Fed. Cir. 2008).

## **B. Prior Art Invalidity (Anticipation and Obviousness)**

### **1. Issues**

Sage asserts that the Asserted Claims of the '376, '989, and '407 patents are anticipated under 35 U.S.C. § 102(b) by certain prior art, which is a question of fact.

Sage asserts that the Asserted Claims of the '376, '989, and '407 patents are obvious in view of certain prior art under 35 U.S.C. § 103. Obviousness is a mixed question of law and fact as explained below.

### **2. Legal Standards**

Once issued, a patent is presumed to be valid. *See* 35 U.S.C. § 282(a). However, a party challenging the patent may overcome that presumption by showing by clear and convincing evidence that the patent fails to satisfy one or more of the conditions of patentability set forth in Title 35 of the United States Code. *See id.*; *Microsoft Corp. v. i4i L.P.*, 564 U.S. 91, 95 (2011).

“New evidence supporting an invalidity defense may ‘carry more weight’ in an infringement action than evidence previously considered by the PTO. . . . if the PTO did not have all material facts before it, its considered judgment may lose significant force. And, concomitantly, the challenger's burden to persuade the jury of its invalidity defense by clear and convincing evidence may be easier to sustain.” *i4i*, 546 U.S. at 112.

Once a party challenging a patent’s validity “has presented a prima facie case of invalidity, the patentee has the burden of going forward with rebuttal evidence.” *Prometheus Labs., Inc. v. Roxane Labs., Inc.*, 805 F.3d 1092, 1101-02 (Fed. Cir. 2015) (quoting *Pfizer, Inc. v. Apotex, Inc.*, 480 F.3d 1348, 1360 (Fed. Cir. 2007)); *see also Ralston Purina Co. v. Far-Mar- Co.*, 772 F.2d 1570, 1573 (Fed. Cir. 1985) (“If this burden [of making a prima facie case of invalidity] is met, the party relying on validity is then obligated to come forward with evidence to the contrary.”).

### **3. Scope of the Prior Art**

35 U.S.C. §§ 102(a), (b), and (e) define the scope of prior art for the purposes of anticipation and obviousness in this case. Those sections provide as follows:

(a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for a patent, or

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States, or . . . .

(e) the invention was described in – (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for the purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language . . . .

Products sold in the U.S. by the accused infringer or a third party may invalidate a patent under both 35 U.S.C. § 102(a) and (b).

With respect to § 102(a), “[i]f the invention was known to or used by others in this country before the date of the patentee’s invention, the later inventor has not contributed to the store of knowledge, and has no entitlement to a patent.” *Woodland Tr. v. Flowertree Nursery, Inc.*, 148 F.3d 1368, 1370 (Fed. Cir. 1998). “[I]n order to invalidate a patent based on prior knowledge or use, that knowledge or use must have been available to the public.” *Id.*

“Section 102(b) may bar patentability by anticipation if the device used in public includes every limitation of the later claimed invention, or by obviousness if the differences between the claimed invention and the device used would have been obvious to one of ordinary skill in the art.” *Netscape Commc’ns Corp. v. Konrad*, 295 F.3d 1315, 1321 (Fed. Cir. 2002). With respect to the on-sale bar of § 102(b), “the question is not whether the sale, even a third party sale, ‘discloses’ the invention at the time of the sale, but whether the sale relates to a device that embodies the invention.” *J.A. LaPorte, Inc. v. Norfolk Dredging Co.*, 787 F.2d 1577, 1583 (Fed. Cir. 1986). “Public use” under § 102(b) includes “any use of [the claimed] invention by a person other than the inventor who is under no limitation, restriction or obligation of secrecy to the inventor.” *Baxter Int’l, Inc. v. COBE Labs., Inc.*, 88 F.3d 1054, 1058 (Fed. Cir. 1996) (alteration in original) (citation omitted).

#### **4. Anticipation**

“Claimed subject matter is ‘anticipated’ when it is not new; that is, when it was previously known.” *Sanofi-Synthelabo v. Apotex, Inc.*, 550 F.3d 1075, 1082 (Fed. Cir. 2008). Anticipation requires that “every element and limitation of the claim was previously described in a single prior art reference, either expressly or inherently, so as to place a person of ordinary skill in possession of the invention.” *Id.* at 1082.

“Determining whether claims are anticipated involves a two-step analysis.” *KSwiss Inc. v. Glide N Lock GmbH*, 567 F. App’x 906, 909 (Fed. Cir. 2014) (quoting *In re Montgomery*, 677 F.3d 1375, 1379 (Fed. Cir. 2012)). “The first step involves construction of the claims of the patent at issue,” and “[t]he second step . . . involves comparing the claims to the prior art.” *Id.* (quoting *Montgomery*, 677 F.3d at 1379). The ultimate determination of anticipation is a question of fact. See *In re Gleave*, 560 F.3d 1331, 1334-35 (Fed. Cir. 2009).

A prior art reference is anticipatory under § 102 if it “disclose[s] each and every element of the claimed invention,” either “explicitly or inherently.” *Id.* at 1334. “While those elements must be arranged or combined in the same way as in the claim, the reference need not satisfy an *ipsisimilis verbis* test.” *Id.* (quotation marks and internal citations omitted). “As long as the reference discloses all of the claim limitations and enables the ‘subject matter that falls within the scope of the claims at issue,’ the reference anticipates—no ‘actual creation or reduction to practice’ is required.” *Id.* (quoting *Schering Corp. v. Geneva Pharm., Inc.*, 339 F.3d 1373, 1380-81 (Fed. Cir. 2003)).

“[A] prior art reference may anticipate without disclosing a feature of the claimed invention if that missing characteristic is necessarily present, or inherent, in the single anticipating reference.” *Schering*, 339 F.3d at 1377; *In re Cruciferous Sprout Litig.*, 301 F.3d 1343, 1352 (Fed. Cir. 2002). “‘In general, a limitation or the entire invention is inherent and in the public domain if it is the ‘natural result flowing from’ the explicit disclosure of the prior art.’” *Perricone v. Medicis Pharm. Corp.*, 432 F.3d 1368, 1377 (Fed. Cir. 2005) (quoting *Schering Corp.*, 339 F.3d at 1379).

## 5. Obviousness

A patent is invalid as obvious “if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject

matter pertains.” 35 U.S.C. § 103. “[O]bviousness is a matter of law based on findings of underlying fact.” *Sanofi-Synthelabo*, 550 F.3d at 1085. Those underlying findings of fact include: (1) the scope and content of the prior art; (2) the level of ordinary skill in the art; (3) the differences between the claimed invention and the prior art; and (4) objective evidence of non-obviousness. *Graham v. John Deere Co.*, 383 U.S. 1, 17-18 (1966).

Obviousness can be established by noting that “there existed at the time of invention a known problem for which there was an obvious solution encompassed by the patent's claims.” *KSR Int'l Co. v. Teleflex Inc.*, 550 U.S. 398, 420 (2007). “In determining whether the subject matter of a patent claim is obvious, neither the particular motivation nor the avowed purpose of the patentee controls. What matters is the objective reach of the claim.” *Id.* at 419. Thus, “any need or problem known in the field of endeavor at the time of invention and addressed by the patent can provide a reason for combining the elements in the manner claimed.” *Id.* at 420.

“The combination of familiar elements according to known methods is likely to be obvious when it does no more than yield predictable results.” *Id.* at 416. A critical issue is whether the “improvement is more than the predictable use of prior art elements according to their established functions.” *Id.* at 417. “Common sense teaches ... that familiar items may have obvious uses beyond their primary purposes, and in many cases a person of ordinary skill will be able to fit the teachings of multiple patents together like pieces of a puzzle.” *Id.* at 420; *see also Leapfrog Enters. v. Fisher-Price, Inc.*, 485 F.3d 1157, 1161-1162 (Fed. Cir. 2007). But conclusory assertions or generalizations will not support a finding of obviousness. *K/S Himpp v. Hear-Wear Techs.*, 751 F.3d 1362, 1365-66 (Fed. Cir. 2014) (no obviousness where “an important structural limitation...is not evidently and indisputably within the common knowledge of those skilled in the art”); *Arendi SARL v. Apple Inc.*, 832 F.3d 1355, 1366 (Fed. Cir. 2016) (rejecting expert testimony that it was

common sense to add a claim element where “a key limitation...was missing from the prior art reference”); *Shire LLC v. Amneal Pharms.*, 802 F.3d 1301, 1308-09 (Fed. Cir. 2015) (affirming summary judgment of no invalidity where prior art did not disclose limitation).

A single prior art reference can render a claim obvious. *See B.F. Goodrich Co. v. Aircraft Braking Sys. Corp.*, 72 F.3d 1577, 1582-83 (Fed. Cir. 1996); *In re O’Farrell*, 853 F.2d 894, 902 (Fed. Cir. 1988). If a prior art reference anticipates a claim, it necessarily also renders that claim obvious. *See In re McDaniel*, 293 F.3d 1379, 1385 (Fed. Cir. 2002) (noting that ““anticipation is the epitome of obviousness””) (quoting *Connell v. Sears Roebuck & Co.*, 722 F.2d 1542, 1548 (Fed. Cir. 1983)).

Obviousness is judged from the perspective of a person of ordinary skill in the art at the time the alleged invention was made. *Takeda Chern. Indus. v. Alphapharm Pty., Ltd.*, 492 F.3d 1350, 1355 (Fed. Cir. 2007). A person of ordinary skill is a hypothetical person who is “presumed to be aware of all the pertinent prior art.” *Std. Oil Co. v. Am. Cyanamid Co.*, 774 F.2d 448, 454 (Fed. Cir. 1985).

The question of obviousness requires consideration of objective indicia of nonobviousness. *See KSR*, 550 U.S. at 406 (quoting *Graham*, 383 U.S. at 17-18). “Objective evidence of nonobviousness can include copying, long felt but unsolved need, failure of others, commercial success, unexpected results created by the claimed invention, unexpected properties of the claimed invention, licenses showing industry respect for the invention, and skepticism of skilled artisans before the invention.” *Power Integrations, Inc. v. Fairchild Semiconductor Int’l, Inc.*, 711 F.3d 1348, 1368 (Fed. Cir. 2013); *see also WBIP*, 829 F.3d at 1336 (“Copying may indeed be another form of flattering praise for inventive features . . . and thus evidence of copying tends to show nonobviousness.”). Objective evidence of non-obviousness requires proof of a “nexus” with the

claims and must be commensurate in scope with the claims. *Wyers v. Master Lock*, 616 F.3d 1231, 1246 (Fed. Cir. 2010); *Asyst Techs. Inc. v. Emtrak Inc.*, 544 F.3d 1310, 1316 (Fed. Cir. 2008). The patentee has the burden of production to show the required nexus between the objective indicia and the claimed invention. *Prometheus Laboratories, Inc. v. Roxane Laboratories, Inc.*, 805 F.3d 1092, 1101-02 (Fed. Cir. 2015). For commercial success, the proponent must offer proof “[that] sales were a direct result of the unique characteristics of the claimed invention.” *In re Huang*, 100 F.3d 135, 140 (Fed. Cir. 1996). Where “the inventions represented no more than ‘the predictable use of prior art elements according to their established functions’ . . . the secondary considerations are inadequate to establish nonobviousness as a matter of law.” *Wyers*, 616 F.3d at 1246 (quoting *KSR*, 550 U.S. at 417). “[S]econdary considerations of non-obviousness . . . simply cannot overcome a strong prima facie case of obviousness.” *Id.*; *see also Leapfrog*, 485 F.3d at 1162 (“[G]iven the strength of the prima facie obviousness showing, the evidence on secondary considerations was inadequate to overcome a final conclusion [of obviousness].”).

## **C. Section 112 Issues: Written Description And Indefiniteness**

### **1. Issues**

Sage asserts that certain elements of the Asserted Claims of the ‘407 patents are invalid for failing to comply with the written description requirement of 35 U.S.C. § 112. Though written description issues are a question of fact, they may be determined as a matter of law when there are no underlying fact disputes. Sage further asserts that certain claim elements of the Asserted Claims of the ‘407 patent also fail to satisfy the definiteness requirements under 35 U.S.C. § 112, both of which are legal inquiries with underlying fact disputes.

### **2. Legal Standards**

***Written Description Requirement.*** 35 U.S.C. § 112 requires that “[t]he specification shall contain a written description of the invention.” To adequately disclose an invention, the patent

must include a written description that “conveys to those skilled in the art that the inventor had possession of the claimed subject matter as of the filing date.” *Ariad Pharm., Inc. v. Eli Lilly & Co.*, 598 F.3d 1336, 1351 (Fed Cir. 2010). To satisfy this requirement, a patent specification must describe the invention “sufficiently to convey to a person of skill in the art that the patentee had possession of the claimed invention at the time of the application, i.e., that the patentee invented what is claimed.” *LizardTech, Inc. v. Earth Res. Mapping, Inc.*, 424 F.3d 1336, 1345 (Fed. Cir. 2005); *Vas-Cath Inc. v. Mahurkar*, 935 F.2d 1555, 1562-64 (Fed. Cir. 1991) (a patent applicant must “convey with reasonable clarity to those skilled in the art that, as of the filing date sought, he or she was in possession of the invention. The invention is, for purposes of the ‘written description’ inquiry, whatever is now claimed.”). “The purpose of the written description requirement is to ensure that the scope of the right to exclude, as set forth in the claims, does not overreach the scope of the inventor’s contribution to the field of art as described in the patent specification.” *In re Katz Interactive Call Processing Patent Litig.*, 639 F.3d 1303, 1319 (Fed. Cir. 2011) (quoting *Reiffin v. Microsoft Corp.*, 214 F.3d 1342, 1345 (Fed. Cir. 2000)).

Whether a patent claim satisfies the written description requirement is a question of fact. *Ariad Pharm.*, 598 F.3d at 1351. In determining whether a specification contains an adequate written description, “one must make an ‘objective inquiry into the four corners of the specification from the perspective of a person of ordinary skill in the art.’” *Boston Sci. Corp. v. Johnson & Johnson*, 647 F.3d 1353, 1366 (Fed. Cir. 2011) (citing *Ariad*, 598 F.3d at 1351). In particular, the written description must “clearly allow persons of ordinary skill in the art to recognize that [the inventor] invented what is claimed.” *Ariad*, 598 F.3d at 1351 (citation omitted)). “A broad claim is invalid [for lack of adequate written description] when the entirety of the specification clearly indicates that the invention is of a much narrower scope.” *Carnegie Mellon Univ. v. Hoffmann-La*

*Roche Inc.*, 541 F.3d 1115, 1127 (Fed. Cir. 2008).

A patent may fail to satisfy the written description requirement where the specification repeatedly and only describes an invention with a particular feature and the patentee omits that feature from the claims. *See, e.g., Gentry Gallery, Inc. v. Berkline Corp.*, 134 F.3d 1473, 1479-80 (Fed. Cir. 1998); *ICU Med., Inc. v. Alaris Med. Sys., Inc.*, 558 F.3d 1368, 1377-79 (Fed. Cir. 2009) (affirming summary judgment of invalidity under § 112 where specification only described medical valves with spikes yet claims eliminated “spike” element to cover medical valves generically); *Lizardtech*, 424 F.3d at 1343-46 (affirming summary judgment of invalidity where claim covered “all ways” of creating a seamless array but “[t]he specification provides only a single way” and “[t]here is no evidence that the specification contemplates a more generic way”). Moreover, claims may not “merely recite a description of the problem to be solved while claiming all solutions to it.” *Ariad Pharm.*, 598 F.3d at 1350, 1353.

**Indefiniteness.** Definiteness is a question of law based on underlying fact determinations. *Green Edge Enters., LLC v. Rubber Mulch Etc., LLC*, 620 F.3d 1287, 1299 (Fed. Cir. 2010). “[A] patent is invalid for indefiniteness if its claims, read in light of the specification delineating the patent, and the prosecution history, fail to inform, with reasonable certainty, those skilled in the art about the scope of the invention.” *Nautilus, Inc. v. Biosig Instruments, Inc.*, 572 U.S. 898, 901 (2014).

“In assessing definiteness, claims are to be read [by a person of ordinary skill] in light of the patent’s specification and prosecution history.” *Id.* at 908. “Definiteness is measured from the viewpoint of a person skilled in [the] art at the time the patent was filed.” *Id.* (internal citations omitted). Consequently, to be valid under the definiteness requirement, “the claims, when read in light of the specification and the prosecution history, must provide objective boundaries” such that

those skilled in the art are informed about the scope of the invention with “reasonable certainty.” See *Interval Licensing LLC v. AOL, Inc.*, 766 F.3d 1364, 1371 (Fed. Cir. 2014).

“In some instances, use of functional language can fail to provide a clear-cut indication of the scope of subject matter embraced by the claim and thus can be indefinite.” *Halliburton Energy Servs., Inc. v. M-I LLC*, 514 F.3d 1244, 1255 (Fed. Cir. 2008) (quotations omitted). “A vice of functional claiming occurs ‘when the inventor is painstaking when he recites what has already been seen, and then uses conveniently functional language at the exact point of novelty.’” *Id.* (quotations omitted) (holding claim reciting “fragile gel” to be indefinite where “it is ambiguous as to the requisite degree of the fragileness of the gel”).

A patent claim may be indefinite when a claim term lacks antecedent basis. A claim is indefinite “it does not have proper antecedent basis, such basis is not otherwise present by implication, [and] the meaning is not reasonably ascertainable.” *Halliburton Energy Servs. v. M-I LLC*, 514 F.3d 1244, 1249 (Fed. Cir. 2008).

### **III. UNENFORCEABILITY OF THE ‘376, ‘989, AND ‘407 PATENTS (TO BE DECIDED BY COURT)**

#### **A. Unenforceability Due to Waiver, Equitable Estoppel, Unclean Hands, and Acquiescence (To Be Decided By the Court)**

The issues of waiver, equitable estoppel, acquiescence, and unclean hands are equitable matters for the Court. Sage asserts that the ‘376, ‘989, and ‘407 patents are unenforceable due to equitable estoppel and unclean hands because of the actions and inactions of PureWick. Sage has suffered prejudice as a result of PureWick’s actions and inactions. Sage would be materially prejudiced if PureWick was permitted to proceed with its charge of infringement.

Waiver can occur when the patentee’s conduct is “inconsistent with an intent to enforce its rights as to induce a reasonable belief that such right has been relinquished.” *Core Wireless Licensing S.A.R.L. v. Apple Inc.*, 899 F.3d 1356, 1365 (Fed. Cir. 2018). “Waiver can be inferred

from conduct or silence.” *Arctic Cat*, 2001 WL 1628634, at \*3 (denying motion to dismiss waiver counterclaim); *see also Mars, Inc. v. TruRX LLC*, Case No. 6:13-CV-526, 2016 WL 4055676, at \*2 (E.D. Tex. April 29, 2016).

It is also well-established that “intentionally misleading silence” can serve as the basis for estoppel without a communication. *See, e.g., Aukerman*, 960 F.2d at 1043. As one court noted, “[a] patentee who, with knowledge of the alleged infringing activity, does nothing over a period of years other than mislead a purported infringer . . . to believe that there was and is no problem, lying in wait . . . has engaged in affirmatively misleading silence of the worse order.” *Stryker Corp. v. Zimmer, Inc.*, 741 F. Supp. 509, 514-15 (D.N.J. 1990). Moreover, there is no requirement of knowledge of the patent. *See Hynix Semiconductor Inc. v. Rambus*, No. 00-20905, 2006 WL 1867724, at \*3 (N.D. Cal. July 6, 2006) (knowledge would “defeat the purpose of the protection provided by equitable estoppel”). “Where equitable estoppel is established, all relief on a claim may be barred.” *A.C. Aukerman Co. v. R.L. Chaides Const. Co.*, 960 F.2d 1020, 1041 (Fed. Cir. 1992) (*en banc*).

“A party raising equitable estoppel as a defense must prove, by a preponderance of the evidence, three elements: ‘(1) The [patentee], who usually must have knowledge of the true facts, communicates something in a misleading way, either by words, conduct or silence. (2) The [accused infringer] relies upon that communication. (3) And the [accused infringer] would be harmed materially if the [patentee] is later permitted to assert any claim inconsistent with his earlier conduct.’” *Vanderlande Indus. Nederland BV v. I.T.C.*, 366 F.3d 1311, 1324 (Fed. Cir. 2004) (quoting *A.C. Aukerman Co.* 960 F.2d at 1041). *A.C. Aukerman*, 960 F.2d at 1045; *see also Hynix*, 2006 WL 1867724, at \*3 (“Equitable estoppel is an equitable remedy. . . . An absolute requirement that an infringer have knowledge of the patent and patentee regardless of the underlying factual

situation would in some cases defeat the purpose of the protection provided by equitable estoppel.”).

“Unclean hands” is an equitable defense that is tried to the Court, not the jury. *See Precision Instrument Mfg. Co. v. Automotive Maintenance Machinery Co.*, 324 U.S. 806 (1945). The party asserting an unclean hands has the burden of proving the defense by clear and convincing evidence. *See, e.g., Schnadig Corp. v. Gaines Mfg. Co.*, 494 F.2d 383, 392 (6th Cir. 1974); *In re Omeprazole Patent Litig.*, 483 F.3d 1364, 1374 (Fed. Cir. 2007). “[A] determination of unclean hands may be reached when ‘misconduct’ of a party seeking relief ‘has immediate and necessary relation to the equity that he seeks in respect of the matter in litigation,’ i.e., ‘for such violations of conscience as in some measure affect the equitable relations between the parties in respect of something brought before the court.’” *Gilead Scis., Inc. v. Merck & Co.*, 888 F.3d 1231, 1239 (Fed. Cir. 2018) (quoting *Keystone Driller Co. v. General Excavator Co.*, 290 U.S. 240, 245 (1993)) (affirming judgment holding patents unenforceable due to unclean hands resulting from pre-litigation business misconduct and litigation misconduct). “In a patent case, the misconduct should ‘bear upon the validity of the patent or defendant’s infringement of the patent for the unclean hands defense to be available.’” *National Presto Indus., Inc. v. Black & Decker (U.S.), Inc.*, 760 F. Supp. 699, 720 (N.D. Ill. 1991) (citation omitted).

“Acquiescence” can be shown through statements or conduct from which consent or permission can be implied. *See, e.g., Klaassen v. Allegro Dev. Corp.*, 106 A.3d 1035, 1047 (Del. 2014) (outlining elements of acquiescence including “acts in a manner inconsistent with the subsequent repudiation . . .”); *Weyerhaeuser Co. v. Domtar Corp.*, 204 F. Supp. 3d 731, 740, 743-45 (D. Del. 2016) (granting summary judgment of acquiescence and waiver in favor of defendant where plaintiff took a course of action inconsistent with the rights it was currently asserting against

defendant.) *cf.*, *Maung Ng We v. Merrill Lynch*, No. 99-9687, 2000 WL 1159835, at \*8 (S.D.N.Y. Aug. 14, 2000) (“‘Acquiesce’ means to ‘give an implied consent to a transaction, to the accrual of a right, or to any act, by one’s mere silence, or without express assent or acknowledgment,’” citing Black’s Law Dictionary (1990).)

#### **IV. DAMAGES FOR PATENT INFRINGEMENT**

##### **A. Issues**

Assuming liability is found, PureWick must show the amount of damages to which it is entitled (after the date of notice pursuant to 35 U.S.C. § 287) to compensate for alleged infringement of the ‘376, ‘989, and ‘407 patents attributable to the patented invention.

Here, PureWick does not seek damages prior to August 12, 2019 (the date of lawsuit filing) for the ‘376 patent and August 27, 2019 (the date of issuance for the ‘989 patent) because PureWick did not mark products covered by the ‘376 and ‘989 patents prior to that time.

For the ‘376 and ‘989 patents, PureWick seeks lost profits on sales of the PrimaFit products. The availability of lost profits is a question of law. An issue here is whether PureWick can establish the absence of acceptable, non-infringing alternatives, whether PureWick can prove demand for its PureWick product, whether PureWick can prove the amount of lost profit damages for sales of the PrimaFit products, and whether PureWick appropriately apportioned its lost profits claim. As explained in other documents, the PrimaFit 2.0 is no longer at issue as noninfringing alternative in this lawsuit given the time constraints here and the other pending lawsuit. For any PrimaFit sales for which lost profits are not awarded, PureWick seeks a reasonable royalty.

PureWick alternatively seeks a reasonable royalty for PrimaFit. Although reasonable royalty is a fact question, there are several legal issues involved in the damages analysis as set forth, e.g., in Sage’s *Daubert* motion, which was granted as to PureWick’s damages expert.

For the ‘407 patent, PureWick does not seek damages prior to January 2020 (the date of

first sale of the PrimoFit product). PureWick seeks a reasonable royalty for the PrimoFit product. As discussed above, a reasonable royalty is a fact question.

## **B. Legal Standards**

### **1. Notice Under 35 U.S.C. § 287 And Limitations On Damages**

35 U.S.C. § 287(a) provides that “a patentee is entitled to damages from the time when it either began marking its product in compliance with section 287(a), constructive notice, or when it actually notified the accused infringer of its infringement, whichever was earlier.” *Maxwell v. J. Baker, Inc.*, 86 F.3d 1098, 1111 (Fed. Cir. 1996) (citation omitted). PureWick does not assert that it marked covered products with the ‘376 patent prior to the filing of this lawsuit.

Allegedly infringing products sold before a patentee marks their product, or otherwise provided notice of its patent by filing of a lawsuit, are authorized sales that are “sold free of liability for infringement.” *Fonar Corp. v. General Elec. Co.*, 107 F.3d 1543, 1555 (Fed. Cir. 1997); *ePlus, Inc. v. Lawson Software, Inc.*, 700 F.3d 509, 522 (Fed. Cir. 2012). “[P]ost-notice use of a product sold under circumstances that do not subject the seller to liability does not constitute direct infringement.” *Tesco Corp. v. Weatherford Int’l Inc.*, 722 F. Supp. 2d 755, 776 (S.D. Tex. 2010); *Leapfrog Enter. v. Fisher-Price*, No. 03-CV-927-GMS, 2005 WL 1331216, \*5 (D. Del. June 6, 2005) (continued use of a product sold pre-notice was not infringement “because the machine was sold under circumstances that did not subject its seller to damages”); *In re TransData, Inc. Smart Meters Patent Litigation*, No. 12-ML-2309, 2015 WL 5098310 (W.D. Okla. Aug. 28, 2015) (granting summary judgment of no damages on products sold before notice, rejecting argument that damages may be recovered based on continued use after notice). Whether the patentee provided notice of the patent is a question for the jury. *Funai Elec. Co. v. Daewoo Elecs. Corp.*, 616 F.3d 1357, 1373 (Fed. Cir. 2010).

## 2. Damages Must Be Apportioned To The Patented Feature

A patentee is generally entitled to “those damages attributable to the infringing features.” *Virnetx, Inc. v. Cisco Systems, Inc.*, 767 F.3d 1308, 1326 (Fed. Cir. 2014); *see also Power Integrations v. Fairchild Semiconductor*, 904 F.3d 965, 977 (Fed. Cir. 2018) (“A patentee is only entitled to a reasonable royalty attributable to the infringing features.”). “When the accused infringing products have both patented and unpatented features, measuring [damages] requires a determination of the value added by such features. Indeed, apportionment is required even for non-royalty forms of damages.” *Ericsson, Inc. v. D-Link Sys., Inc.*, 773 F.3d 1201, 1226 (Fed. Cir. 2014). Proper apportionment is a question of fact for the jury. *Yodlee, Inc. v. Plaid Technologies Inc.*, 2017 WL 466358, at \*2 (D. Del. Jan. 27, 2017)

When a patent claim recites conventional features of a device along with patented features, “the patent owner must apportion or separate the damages between the patented improvement and the conventional components of the multicomponent product.... This ensures that [patentee] is compensated for the patented improvement... rather than the entire [device].... [W]hen a patent covers the infringing product as a whole, and the claims recite both conventional elements and unconventional elements, the court must determine how to account for the relative value of the patentee’s invention in comparison to the value of the conventional elements recited in the claim, standing alone.” *Exmark Mfg. Co. Inc. v. Briggs & Stratton Power Prod. Grp., LLC*, 879 F.3d 1332, 1348 (Fed. Cir. 2018).

## 3. Lost Profits

The availability of lost profits damages under 35 U.S.C. § 284 is a question of law. *See Rite-Hite Corp. v. Kelley Co.*, 56 F.3d 1538, 1544 (Fed. Cir. 1995) (*en banc*). “To recover lost profits, the patentee bears the burden of proof to show a reasonable probability that, ‘but for’ infringement, it would have made the sales that were made by the infringer.” *Presidio Components*,

*Inc. v. Am. Tech. Ceramics Corp.*, 875 F.3d 1369, 1380 (Fed. Cir. 2017); *see also BIC Leisure Prods. v. Windsurfing Int'l*, 1 F.3d 1214, 1218 (Fed. Cir. 1993) (“An award of lost profits may not be speculative. Rather the patent owner must show a reasonable probability that, absent the infringement, it would have made the infringer's sales.”).

In general, under the *Panduit* test, a patent owner must prove causation in fact by showing the so-called *Panduit* factors: “(1) demand for the patented product; (2) absence of acceptable non-infringing substitutes; (3) manufacturing and marketing capability to exploit the demand; and (4) the amount of the profit [the patent owner] would have made.” *Rite-Hite Corp.*, 56 F.3d at 1545. The “but for” test requires the patentee to establish “an absence of acceptable, noninfringing alternatives” by proving “that the potential alternative was not acceptable to potential customers or was not available at the time.” *Presidio*, 875 F.3d at 1380; *Grain Processing Corp. v. Am. Maize-Prod. Co.*, 185 F.3d 1341, 1352-53 (Fed. Cir. 1999) (“[M]arket sales of an acceptable noninfringing substitute often suffice alone to defeat a case for lost profits”).

“[I]f there is a noninfringing alternative which any given purchaser would have found acceptable and bought, then the patentee cannot obtain lost profits for that particular sale.” *Mentor Graphics Corp. v. EVE-USA, Inc.*, 851 F.3d 1275, 1286 (Fed. Cir. 2017). “For example, if the customer would have bought the infringing product without the patented feature or with a different, non-infringing alternative to the patented feature, then the patentee cannot establish entitlement to lost profits for that particular sale. And this determination is made on a customer-by-customer basis.” *Id.* For acceptability, the “correct inquiry...is whether a non-infringing alternative would be acceptable compared to the patent owner’s product, not whether it is a substitute for the infringing product.” *Presidio*, 875 F.3d at 1380. Even if there is a two supplier market, courts must still consider whether there is “another available, noninfringing substitute” because “customers

may have selected the infringer's available, noninfringing alternative over the patented invention.” *Micro Chem., Inc. v. Lextron*, 318 F.3d 1119, 1125 (Fed. Cir. 2003).

#### 4. Reasonable Royalty

“A patentee is entitled to no less than a reasonable royalty on an infringer's sales for which the patentee has not established entitlement to lost profits.” *Rite-Hite*, 56 F.3d at 1554. In determining a reasonable royalty, “the trial court must carefully tie proof of damages to the claimed invention's footprint in the market place” *ResQNet.com, Inc. v. Lansa, Inc.*, 594 F.3d 860, 869 (Fed. Cir. 2010). “Any evidence unrelated to the claimed invention does not support compensation for infringement but punishes beyond the reach of the statute.” *Id.*

The amount of damages based on a reasonable royalty rate is an issue of fact for the jury. *Micro Chem., Inc. v. Lextron, Inc.*, 317 F.3d 1387, 1394 (Fed. Cir. 2003). “The burden of proving damages falls on the patentee.” *Lucent Techs., Inc. v. Gateway, Inc.*, 580 F.3d 1301, 1324 (Fed. Cir. 2009). Any evidence offered to support a reasonable royalty “must be tied to the relevant facts and circumstances of the particular case at issue and the hypothetical negotiations that would have taken place in light of those facts and circumstances at the relevant time.” *Uniloc USA, Inc. v. Microsoft Corp.*, 632 F.3d 1292, at 1318 (Fed. Cir. 2011) (finding that an expert's “use of the 25% rule of thumb ... was arbitrary, unreliable, and irrelevant” and “fails to pass muster under Daubert”); *see also Garretson v. Clark*, 111 U.S. 120, 121 (1884) (“[T]he patentee ... must in every case give evidence tending to separate or apportion the defendant's profits and the patentee's damages between the patented feature and the unpatented features, and such evidence must be reliable and tangible, not conjectural or speculative.”); *VirnetX, Inc. v. Cisco Sys.*, 767 F.3d 1308, 1333 (Fed. Cir. 2014); *Uniloc USA, Inc.*, 632 F.3d at 1318 (“[A reasonable royalty] must be tied to the relevant facts and circumstances of the particular case at issue and the hypothetical negotiations that would have taken place in light of those facts and circumstances at the relevant

time.”); *Robocast, Inc. v. Microsoft Corp.*, No. 10-1055-RGA, 2014 U.S. Dist. LEXIS 10745, at \*9 (D. Del. Jan. 29, 2014) (“[I]n a world where damages must be tied to the facts of the case,” generic damages theories are “non-starters.”). The common approach to determining a reasonable royalty is to consider the outcome of a hypothetical arms-length negotiation between a willing licensor and licensee just before infringement began. *See Lucent Techs.*, 580 F.3d at 1324-25. In other words, the reasonable royalty is “the royalty upon which the parties would have agreed had they successfully negotiated an agreement just before infringement began.” *Id.* at 1324.

Courts consider a variety of factors in determining the reasonable royalty that the parties would have agreed to in the “hypothetical negotiation,” outlined in *Georgia-Pacific Corp. v. United States Plywood Corp.*, 318 F. Supp. 1116 (S.D.N.Y. 1970). These include the following:

1. The royalties received by the patentee for the licensing of the patent in suit, proving or tending to prove an established royalty.
2. The rates paid by the licensee for the use of other patents comparable to the patent in suit.
3. The nature and scope of the license, as exclusive or non-exclusive; or as restricted or non-restricted in terms of territory or with respect to whom the manufactured product may be sold.
4. The licensor’s established policy and marketing program to maintain his patent monopoly by not licensing others to use the invention or by granting licenses under special conditions designed to preserve that monopoly.
5. The commercial relationship between the licensor and licensee, such as, whether they are competitors in the same territory in the same line of business; or whether they are inventor and promotor.
6. The effect of selling the patented specialty in promoting sales of other products of the licensee; the existing value of the invention to the licensor as a generator of sales of his non-patented items; and the extent of such derivative or convoyed sales.
7. The duration of the patent and the term of the license.
8. The established profitability of the product made under the patent; its commercial success; and its current popularity.

9. The utility and advantages of the patent property over the old modes of devices, if any, that had been used for working out similar results.
10. The nature of the patented invention; the character of the commercial embodiment of it as owned and produced by the licensor; and the benefits to those who have used the invention.
11. The extent to which the infringer has made use of the invention; and any evidence probative of the value of that use.
12. The portion of the profit or of the selling price that may be customary in the particular business or in comparable businesses to allow for the use of the invention or analogous inventions.
13. The portion of the realizable profit that should be credited to the invention as distinguished from non-patented elements, the manufacturing process, business risks, or significant features or improvements added by the infringer.
14. The opinion testimony of qualified experts.
15. The amount that a licensor (such as the patentee) and a licensee (such as the infringer) would have agreed upon (at the time the infringement began) if both had been reasonably and voluntarily trying to reach an agreement; that is, the amount which a prudent licensee—who desired, as a business proposition, to obtain a license to manufacture and sell a particular article embodying the patented invention—would have been willing to pay as a royalty and yet be able to make a reasonable profit and which amount would have been acceptable by a prudent patentee who was willing to grant a license.

*Georgia-Pacific*, 318 F. Supp. at 1120. Factor 15 of the *Georgia-Pacific* factors generally represents the hypothetical negotiation analysis as a whole and subsumes many of the other 14 factors. The Federal Circuit has approved the use of the *Georgia-Pacific* factors in numerous decisions. *See, e.g., Minks v. Polaris Indus., Inc.*, 546 F.3d 1364, 1372 (Fed. Cir. 2008).

PureWick alleges an ongoing royalty is appropriate under certain circumstances. The Court may “exercise its discretion to conclude that no forward-looking relief is appropriate in the circumstances.” *Whitserve, LLC v. Computer Packages, Inc.*, 694 F. 3d 10, 18 (Fed. Cir. 2012). Furthermore, “[i]f the district court determines that a permanent injunction is not warranted, the district court may, and is encouraged, to allow the parties to negotiate a license.” *Telcordia*

*Technologies, Inc. v. Cisco Systems, Inc.*, 612 F.3d 1365, 1379 (Fed. Cir. 2010). The district court may step in to assess a reasonable royalty should the parties fail to come to an agreement. *Id.*

## V. OTHER REMEDIES

### A. Enhanced Damages Under 35 U.S.C. § 284 (To Be Decided By Court)

PureWick seeks enhanced damages under 35 U.S.C. § 284, in which “the court may increase the damages up to three times the amount found or assessed.” 35 U.S.C. § 284. As the Supreme Court stated in *Halo*, awards of enhanced damages due to “willful misconduct” are “generally reserved for egregious cases of culpable behavior,” for example, “the ‘wanton and malicious pirate’ who intentionally infringes another’s patent - with no doubts about its validity or any notion of a defense - for no purpose other than to steal the patentee’s business.” *Halo*, 136 S. Ct. at 1932.

A finding of willful infringement does not require that damages be enhanced. *See Halo*, 136 S. Ct. at 1933 (“[N]one of this is to say that enhanced damages must follow a finding of egregious misconduct.”); *WBIP, LLC v. Kohler Co.*, 829 F.3d 1317, 1341 n.13 (Fed. Cir. 2016) (“[T]his is not to say that a jury verdict of willful infringement ought to result in enhanced damages.”). Rather, willfulness is one factor the Court may consider when deciding whether to exercise its discretion to award enhanced damages pursuant to 35 U.S.C. § 284. *See Halo*, 136 S. Ct. at 1931-1932 (Section 284 “contains no explicit limit or condition” on a district court’s discretion except that enhanced damages are “reserved for egregious cases of culpable behavior”).

The question for the Court to consider when deciding whether to enhance damages is whether the circumstances of the case present an “egregious case[] of culpable behavior.” *See Halo*, 136 S. Ct. at 1932; *see also Trustees of Boston Univ. v. Everlight Elecs. Co.*, 212 F. Supp. 3d 254, 257 (D. Mass. 2016) (“[T]he touchstone for awarding enhanced damages after *Halo* is egregiousness.”); *Sociedad Espanola de Electromedicina y Calidad, S.A. v. Blue Ridge X-Ray Co.*,

226 F. Supp. 3d 520, 531 (W.D.N.C. 2016) (“enhanced damages are designed to punish ‘egregious infringement behavior’ and should not be imposed in the run-of-the-mill case”).

The *Read* court identified numerous factors that are relevant to the enhancement inquiry. 970 F.2d at 827. These factors include: (1) whether the infringer deliberately copied the ideas or design of another; (2) whether the infringer, when he knew of the other’s patent protection, investigated the scope of the patent and formed a good-faith belief that it was invalid or that it was not infringed; (3) the infringer’s behavior as a party to the litigation; (4) the infringer’s size and financial condition; (5) the closeness of the case; (6) the duration of the infringer’s misconduct; (7) the infringer’s remedial action; (8) the infringer’s motivation for harm; and (9) whether the infringer tried to conceal its misconduct. *Id.* at 827.

**B. Exceptional Case Under 35 U.S.C. § 285 Including Attorneys’ Fees (To Be Decided By Court)**

Sage asserts that the case is exceptional under 35 U.S.C. § 285 entitling them to attorneys’ fees under 35 U.S.C. § 285.

35 U.S.C. § 285 provides that “[t]he court in exceptional cases may award reasonable attorney fees to the prevailing party.” An “‘exceptional’ case is simply one that stands out from others with respect to the substantive strength of a party’s litigating position ... or the unreasonable manner in which the case was litigated,” to be determined at the district court’s discretion under the totality of the circumstances based on a preponderance of the evidence. *Octane Fitness, LLC v. ICON Health & Fitness, Inc.*, 134 S. Ct. 1749, 1756, 1758 (2014). Whether a case is exceptional cannot be determined unless there is final judgment substantially favoring one party and thus is not appropriate for review until after the entirety of the case is complete including Sage’s case. *See, e.g., DH Tech., Inc. v. Synergystex Int’l, Inc.*, 154 F.3d 1333, 1344 (Fed. Cir. 1998) (“Because the case is not yet complete, any analysis of exceptional case status would be premature.”); *Shum*

*v. Intel Corp.*, 629 F.3d 1360, 1367 (Fed. Cir. 2010) (“For the purposes of costs and fees, there can be only one winner. A court must choose one, and only one, ‘prevailing party’ to receive any costs award”); *Intellectual Ventures I LLC v. Capital One Fin. Corp.*, No. 1:13CV0740 (AJT/TCB), 2015 WL 7283108, at \*2 (E.D. Va. Nov. 17, 2015) (“There can be, however, only one ‘prevailing party,’ even in cases involving mixed judgments”).

### **C. Permanent Injunction (To Be Decided By Court)**

PureWick seeks to permanently enjoin the Sage from continuing to make, use, sell, offer for sale, import, or distribute the accused products.

To obtain a permanent injunction, a patent holder must show “(1) that it has suffered an irreparable injury; (2) that remedies available at law . . . are inadequate to compensate for that injury; (3) that, considering the balance of hardships between the plaintiff and defendant, a remedy in equity is warranted; and (4) that the public interest would not be disserved by a permanent injunction.” *eBay Inc. v. MercExchange, L.L.C.*, 547 U.S. 388, 391 (2006). “An injunction should not be granted lightly . . . because it is a ‘drastic and extraordinary remedy.’” *Riverbed Tech., Inc. v. Silver Peak Sys., Inc.*, C.A. No. 11-484-RGA, 2014 WL 4695765, at \*3 (D. Del. Sept. 12, 2014) (quoting *Monsanto Co. v. Geertson Seed Farms*, 561 U.S. 139, 165 (2010)). “Indeed, if the plaintiff’s injury can be adequately redressed with a less severe remedy, ‘recourse to the additional and extraordinary relief of an injunction’ is not warranted.” *Id.* (quoting *Monsanto*, 561 U.S. at 166); *see also id.* at \*14 (denying request for injunctive relief despite three of the four *eBay* factors weighing in favor of an injunction, finding that “the final three factors do not outweigh the absence of irreparable harm”). Likewise, a patentee’s general “assertion that the public interest favors a strong patent system . . . is insufficient to compel an injunction.” *XpertUniverse, Inc. v. Cisco Sys., Inc.*, C.A. No. 09-157-RGA, 2013 WL 6118447, at \*13 (D. Del. Nov. 20, 2013) (citing *ActiveVideo Networks, Inc. v. Verizon Commc’ns, Inc.*, 694 F.3d 1312, 1341 (Fed. Cir. 2012)).

# **SCHEDULE D1**

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
1	U.S. Patent No. 8,287,508	10/16/2012	PUREWICK 0001877	PUREWICK 0001883		
2	U.S. Patent No. 10,226,376	3/12/2019	PUREWICK 0001884	PUREWICK 0001940		
3	U.S. Patent No. 10,390,989	8/27/2019	PUREWICK 0001941	PUREWICK 0001982		
4	U.S. Patent No. 10,376,407	8/13/2019	PUREWICK 0007220	PUREWICK 0007226		
5	File History No. 10,226,376 - App. No. 15611587	3/12/2019	PUREWICK 0000124	PUREWICK 0000823		
6	File History No. 10,390,989 - App. No. 15260103	8/27/2019	PUREWICK 0000824	PUREWICK 0001876		
7	File History No. 10,376,407 - App. No. 15238427	8/13/2019	PUREWICK 0007232	PUREWICK 0007659		FRE 901, 801-802
8	File History of App. No. 14/625,469	2/18/2015	PUREWICK 0001983	PUREWICK 0002111		FRE 901, 801-802
9	File History of App. No. 61/955,537	3/19/2014	PUREWICK 0002112	PUREWICK 0002184		FRE 901, 801-802
10	U.S. Patent Application Publication No. US2017/0348139 - 968 application	12/7/2017	PUREWICK 0007227	PUREWICK 0007231		FRE 901, 801-802
11	File History No. 8,287,508 - App. No. 12840475	10/16/2012	PUREWICK 0000001	PUREWICK 0000123		FRE 106, Incomplete
12	U.S. Patent Application Publication No. US2017/0252202 - 591 application	9/7/2017	PUREWICK 0013403	PUREWICK 0013407		FRE 901, 801-802
13	File History of App. No. 62/084,078	11/25/2014	PUREWICK 0006789	PUREWICK 0006853		FRE 901, 801-802
14	File History of App. No. 15/171,968	6/2/2016	PUREWICK 0004384	PUREWICK 0006175		FRE 901, 801-802
15	File History of App. No. 14/952,591	11/25/2015	PUREWICK 0002442	PUREWICK 0004383		FRE 901, 801-802
16	File History of PCT/US2016/49274	8/26/2016	PUREWICK 0002185	PUREWICK 0002313		FRE 901, 801-802
17	Email from K. Sexton to B. Blabas and R. Alvarez re Project Segue Recap	11/29/2016	SAGE 00026445	SAGE 00026445	Blabas Ex. 5	FRE 401-402, 403, 801-802, 901, 106
18	US Patent No. 8,287,508	10/16/2012	SAGE00026553	SAGE00026560	Blabas Ex. 6	Duplicative, FRE 401-402, 403, 901
19	B. Blabas lab notebook of meetings, general notes and projects at Sage	11/14/2016	SAGE00026067	SAGE00026138	Blabas Ex. 7	FRE 401-402, 403, 801-802, 901, 106
20	Notes from B. Blabas re PureWick product and testing re same	11/18/2016	SAGE00026582	SAGE00026588	Blabas Ex. 8	FRE 401-402, 403, 801-802, 901, 106
21	Power presentation of Sage NPD Process: PrimaFit Product Launch	N/A	SAGE00033788	SAGE00033788	Blabas Ex. 9	FRE 401-402, 403, 801-802, 901, 106
22	Segue Prototyping - B. Blabas	N/A	SAGE00025072	SAGE00025072	Blabas Ex. 10	FRE 401-402, 403, 801-802, 901, 106
23	B. Blabas notes of testing PureWick products with Ryan Alvarez	N/A	SAGE00026449	SAGE00026453	Blabas Ex. 11	FRE 401-402, 403, 801-802, 901, 106
24	Project Segue Design Review for Field Evaluations - B. Blabas	7/18/2017	SAGE00025099	SAGE00025100	Blabas Ex. 12	FRE 401-402, 403, 801-802, 901, 106
25	B. Blabas lab notebook reagrding project Segue	N/A	SAGE00026372	SAGE00026413	Blabas Ex. 13	FRE 401-402, 403, 801-802, 901, 106
26	B. Blabas lab notebook reagrding project Segue	N/A	SAGE00026139	SAGE00026201	Blabas Ex. 14	FRE 401-402, 403, 801-802, 901, 106
27	Project Charter for [REDACTED]	10/15/2019	SAGE00034065	SAGE00034067	Blabas Ex. 15; Sexton Ex. 72	FRE 401-402, 403, 801-802, 901, 106
28	PrimaFit schematic	7/31/2017	SAGE00028150	SAGE00028152	Blabas Ex. 16	FRE 401-402, 403, FRE 801-802, 901
29	Project Segue Manufacturing presentation by B. Blabas	8/3/2017	SAGE00024614	SAGE00024614	Blabas Ex. 17	FRE 401-402, 403, 801-802, 901, 106

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
30	Sage Products - SDCU Standard Operating Procedure - PrimaFit (UM1) operating procedure	12/2/2019	SAGE00000478	SAGE00000487	Blabas Ex. 18	FRE 401-402, 403, 801-802, 901, 106
31	Sage Schematic of Sage Female External Urine Collection Device	10/18/2017	SAGE00000149	SAGE00000151	Blabas Ex. 19	FRE 401-402, 403, FRE 801-802, 901
32	Sage Material Specification Doc. No. R60006-Spec	10/12/2017	SAGE00000241	SAGE00000241	Blabas Ex. 20	FRE 401-402, 403, FRE 801-802, 901, 106
33	PrimaFit External Urine Management System for females sample (5400)	N/A	SAGE00040003	SAGE00040003	Blabas Ex. 21	FRE 901
34	Sage PrimaFit External Urine Management System for Females instructions for use	N/A	N/A	N/A	Blabas Ex. 23	FRE 401-402, 403, FRE 801-802, 901
35	Email from K. Buckstaff to G. Ward, et al., re Sage Urinary Managment System	10/23/2017	SAGE00037788	SAGE00037789	Paskal Ex. 25	FRE 401-402, 403, 801-802, 602, 901, 106
36	Stryker 2021 Urinary Management Annual Marketing Plan	N/A	SAGE00040693	SAGE00040729	Paskal Ex. 26	FRE 401-402, 403, 801-802, 602, 901
37	Sage Urine Management System - Launch Guide October 2017	10/00/2017	SAGE00025676	SAGE00025676	Paskal Ex. 27	FRE 401-402, 403, 801-802, 602, 901
38	Sage customer/hospital trials	N/A	SAGE00025688	SAGE00025688	Paskal Ex. 28	FRE 401-402, 403, 801-802, 602, 901, 106
39	Stryker - Sage Female ECD Sell Test Account Management	9/5/2017	SAGE00027300	SAGE00027301	Paskal Ex. 29	FRE 401-402, 403, 801-802, 602, 901, 106
40	Email from K. Haefner to K. Shamblin, et al. re Adventist Female Cathetor Trials	10/5/2017	SAGE00037614	SAGE00037615	Paskal Ex. 30	FRE 401-402, 403, 801-802, 602, 901, 106
41	Stryker - 2020 NASM PrimaFit Workshop presentation	N/A	SAGE00039889	SAGE00039889	Paskal Ex. 31	FRE 401-402, 403, 801-802, 602, 901
42	Partial outline of a presentation regarding product information and basic understading of the device	N/A	SAGE00025671	SAGE00025675	Paskal Ex. 32	FRE 401-402, 403, 801-802, 602, 901, 106
43	Email from K. Paskal re 2021 PrimaFit revenue	10/20/2020	SAGE00040648	SAGE00040648	Paskal Ex. 33	FRE 401-402, 403, 801-802, 602, 901, 106
44	██████████ internal presentation	N/A	SAGE00040769	SAGE00040772	Paskal Ex. 34	FRE 401-402, 403, 801-802, 901, D-Collins
45	Email from K. Paskal to A. Beatie re ██████████ sales bump	10/25/2019	SAGE00039745	SAGE00039746	Paskal Ex. 35	FRE 401-402, 403, 801-802, 602, 901, D-Collins
46	██████████ Summary including financial metrics	N/A	SAGE00040419	SAGE00040419	Paskal Ex. 36	FRE 401-402, 403, 801-802, 602, 901, D-Collins
47	Excel of MKT projections from 2018 thru 2022	11/29/2018	SAGE00027583	SAGE00027583	Paskal Ex. 37	FRE 401-402, 403, 801-802, 602, 901
48	Market projections for PrimaFit	1/8/2019	N/A	N/A	Paskal Ex. 38	FRE 401-402, 403, 801-802, 602, 901, NP
49	Excel of ██████████ showing demand	5/1/2020	SAGE00027671	SAGE00027671	Paskal Ex. 39	FRE 401-402, 403, 801-802, 602, 901, D-Collins
50	Excel of PureWick Sales Model	N/A	SAGE00028298	SAGE00028298	Paskal Ex. 40	FRE 401-402, 403, 801-802, 602, 901
51	Email from D. Cervenka to K. Gundlach, et al. re Female External Catherer PrimaFit 5400SP	2/20/2019	SAGE00039208	SAGE00039209	Paskal Ex. 46	FRE 401-402, 403, 801-802, 602, 901

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
52	Email from K. Buckstaff to D. Cervenka to External Female Catherer - Implementation Planning	11/19/2020	SAGE00040788	SAGE00040791	Paskal Ex. 47	FRE 401-402, 403, 801-802, 602, 901
53	PrimaFit Trial Summary Results	N/A	SAGE00039775	SAGE00039775	Paskal Ex. 48	FRE 401-402, 403, 801-802, 602, 901
54	Stryker - PrimoFit Post Launch Summary review	9/23/2020	SAGE00032887	SAGE00032887	Paskal Ex. 49	FRE 401-402, 403, 801-802, 602, 901
55	Sage PrimoFit Commercialization Plan	N/A	SAGE00033392	SAGE00033434	Paskal Ex. 50	FRE 401-402, 403, 801-802, 602, 901
56	██████████ Project Summary (Financial Summary)	N/A	SAGE00040450	SAGE00040462	Paskal Ex. 51	FRE 401-402, 403, 801-802, 602, 901
57	PureWick San Diego Hospital Experiences	N/A	SAGE00023796	SAGE00023797	Sexton Ex. 55	FRE 401-402, 403, 801-802, 602, 901
58	List of hospitals that purchased PureWick wicks	N/A	SAGE00028291	SAGE00028291	Sexton Ex. 56	FRE 401-402, 403, 801-802, 602, 901, 106
59	PureWick Steps to Successful Hospital Implementation	N/A	SAGE00028896	SAGE00028897	Sexton Ex. 57	FRE 401-402, 403, 801-802, 602, 901
60	PureWick Management presentation	N/A	SAGE00028915	SAGE00028945	Sexton Ex. 58	FRE 401-402, 403, 801-802, 602, 901
61	PureWick Trial of product to undertand the caregiver and patient usage, and overall acceptance to its protocol.	8/23/2016	SAGE00023798	SAGE00023798	Sexton Ex. 59	FRE 401-402, 403, 801-802, 602, 901
62	Field Evaluation data for Project Segue	3/27/2017	SAGE00023810	SAGE00023810	Sexton Ex. 61	FRE 401-402, 403, 801-802, 602, 901, 106
63	Email from T. Boersma to K. Sexton, et al., re Project candle - Segway	7/12/2017	SAGE00035249	SAGE00035258	Sexton Ex. 62	FRE 401-402, 403, 801-802, 602, 901, 106
64	Bard PureWick External Female Catherer Trial 2017 Product Evaluation	N/A	SAGE00035536	SAGE00035537	Sexton Ex. 63; Alexander Ex. 19	FRE 401-402, 403, 801-802, 602, 901, 106
65	Project Segue Launch Meeting	9/27/2017	SAGE00023981	SAGE00023981	Sexton Ex. 64	FRE 401-402, 403, 801-802, 901
66	Sage Female ECD Sell Test Plan - To determine positioning and price point for Sage Female ECD	N/A	SAGE00023973	SAGE00023973	Sexton Ex. 65	FRE 401-402, 403, 801-802, 602, 901, 106
67	Sage Female External Collection Device - Sale and Marketing Primer Binder	02/00/2018	SAGE00023974	SAGE00023974	Sexton Ex. 66	FRE 401-402, 403, 801-802, 602, 901
68	SLT Meeting PrimaFit Status Update	7/16/2018	SAGE00028998	SAGE00028998	Sexton Ex. 69; Thompson Ex. 11	FRE 401-402, 403, 801-802, 602, 901
69	Sage Product Line Market Shares with GHX Data	3/18/2019	SAGE00029393	SAGE00029491	Sexton Ex. 70	FRE 401-402, 403, 801-802, 602, 901
70	Market Inclusion List: PrimaFit® in 2019. Source: GHX market share intelligence trending report.	7/15/2019	SAGE00029704	SAGE00029704	Sexton Ex. 71	FRE 401-402, 403, 801-802, 602, 901
71	Stryker - ██████████ project team update/presentation	N/A	SAGE00037128	SAGE00037136	Sexton Ex. 73	FRE 401-402, 403, 801-802, 602, 901
72	Sage ██████████ schematic	3/5/2020	SAGE00034755	SAGE00034761	Sexton Ex. 74	FRE 401-402, 403, 801-802, 602, 901

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
73	Stryker - NPD Project Pitch -Primo	12/10/2020	SAGE00030770	SAGE00030781	Sexton Ex. 75	FRE 401-402, 403, 801-802, 602, 901
74	PrimoFit Commercialization Plan presentation	N/A	SAGE00028963	SAGE00028963	Sexton Ex. 76	FRE 401-402, 403, 801-802, 602, 901
75	Stryker - Project PrimoFit Executive Summary	N/A	SAGE00031466	SAGE00031471	Ecklund Ex. 84	FRE 401-402, 403, 801-802, 602, 901
76	Stryker - PrimoFit Design Freeze	12/10/2020	SAGE00031552	SAGE00031564	Ecklund Ex. 85	FRE 401-402, 403, 801-802, 602, 901
77	Email from K. Vlasak to E. Jozwiak and B. Ecklund re Asking Advise...Stryker's Male (and Female) External Catheter	5/25/2018	SAGE00034276	SAGE00034276	Ecklund Ex. 86	FRE 401-402, 403, 801-802, 602, 901
78	Email from B. Ecklund to D. Hernandez re Pictures with attachment Male External Catheter Pictures	10/15/2019	SAGE00034462	SAGE00034462	Ecklund Ex. 87	FRE 401-402, 403, 801-802, 901
79	Photograph of prototype	N/A	SAGE00034463	SAGE00034463	Ecklund Ex. 88	FRE 401-402, 403, 901
80	Photograph of prototype	N/A	SAGE00034464	SAGE00034464	Ecklund Ex. 89	FRE 401-402, 403, 901
81	Photograph of prototype	N/A	SAGE00034465	SAGE00034465	Ecklund Ex. 90	FRE 401-402, 403, 901
82	Photograph of prototype	N/A	SAGE00034466	SAGE00034466	Ecklund Ex. 91	FRE 401-402, 403, 901
83	Photograph of prototype	N/A	SAGE00034467	SAGE00034467	Ecklund Ex. 92	FRE 401-402, 403, 901
84	Photograph of prototype	N/A	SAGE00034468	SAGE00034468	Ecklund Ex. 93	FRE 401-402, 403, 901
85	Photograph of prototype	N/A	SAGE00034469	SAGE00034469	Ecklund Ex. 94	FRE 401-402, 403, 901
86	Photograph of prototype	N/A	SAGE00034470	SAGE00034470	Ecklund Ex. 95	FRE 401-402, 403, 901
87	Photograph of prototype	N/A	SAGE00034471	SAGE00034471	Ecklund Ex. 96	FRE 401-402, 403, 901
88	Quick Change Male Inconvenience Wraps - Usage Instructions	N/A	SAGE00034407	SAGE00034408	Ecklund Ex. 97	FRE 401-402, 403, 801-802, 901
89	Male Urinary Pouch External Collection Device Continence Care Tips	N/A	SAGE00034409	SAGE00034410	Ecklund Ex. 98	FRE 401-402, 403, 801-802, 901
90	Men's Liberty Instructions for Use	N/A	SAGE00034411	SAGE00034412	Ecklund Ex. 99	FRE 401-402, 403, 801-802, 901
91	Email from K. Paskal to B. Ecklund, et al. re Supplies of NASM	1/10/2020	SAGE00034706	SAGE00034707	Ecklund Ex. 100	FRE 401-402, 403, 801-802, 901
92	Email from K. Paskal to K. Sexton and F. Plank re Competitive samples	1/10/2020	SAGE00034708	SAGE00034708	Ecklund Ex. 101	FRE 401-402, 403, 801-802, 901
93	Email from K. Sexton to B. Ecklund re Medicine male external catheter	10/26/2018	SAGE00034327	SAGE00034327	Ecklund Ex. 102	FRE 401-402, 403, 801-802, 901
94	PrimaFit NPD700-112 Rev. 003-Limited Launch Process-Non-Filing Justification Summary	N/A	SAGE00034419	SAGE00034420	Ecklund Ex. 103	FRE 401-402, 403, 801-802, 602, 901
95	Sage PrimoFit External urine management for the male anatomy literature	N/A	SAGE00021404	SAGE00021404	Ecklund Ex. 104; Sheldon Ex. 7	FRE 401-402, 403, 801-802, 901
96	Stryker - Sage Portfolio Update	4/19/2019	SAGE00029014	SAGE00029048	Ecklund Ex. 105	FRE 401-402, 403, 801-802, 602, 901
97	Stryker - Jersey layer for 5404 schematic	11/22/2019	SAGE00021478	SAGE00021478	Ecklund Ex. 106	FRE 401-402, 403, 801-802, 901
98	Stryker - Microclimate Spun-Bond Layer for 5404 schematic	11/22/2019	SAGE00021479	SAGE00021479	Ecklund Ex. 107	FRE 401-402, 403, 801-802, 901

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
99	Stryker - Patient Film Layer for 5404 schematic	11/22/2019	SAGE00021471	SAGE00021472	Ecklund Ex. 108	FRE 401-402, 403, 801-802, 901
100	PrimoFit Subassembly schematic	11/22/2019	SAGE00021467	SAGE00021468	Ecklund Ex. 109	FRE 401-402, 403, 801-802, 901
101	Sage PrimoFit External Urine Management for the Male Anatomy Presentation	N/A	SAGE00021401	SAGE00021401	Ecklund Ex. 110	FRE 401-402, 403, 801-802, 602, 901
102	Excel of Sage Net Sales 12 Month History for Product Class 60	N/A	SAGE00000488	SAGE00000488	Thompson Ex. 2	FRE 801-802, 901
103	Excel of Prima and Primo Lifetime Eaches by Account	7/27/2020	SAGE00027258	SAGE00027258	Thompson Ex. 3; Thompson Ex.	FRE 801-802, 901
104	Excel of Sage Net Sales 12 Month History for Product Class 61	N/A	SAGE00021490	SAGE00021490	Thompson Ex. 4	FRE 801-802, 901
105	Excel of PrimoFit and PrimaFit product Net Sales, Net Cases, and Standard	N/A	SAGE00043464	SAGE00043464	Thompson Ex. 6	FRE 801-802, 901
106	Stryker Product Cost Model	N/A	SAGE00033918	SAGE00033918	Thompson Ex. 7	FRE 801-802, 901
107	Sage Project Segue information	N/A	SAGE00029359	SAGE00029391	Thompson Ex. 10; Sexton Ex.	FRE 801-802, 901
108	Stryker - Sage portfolio Update	9/23/2019	SAGE00036528	SAGE00036590	Thompson Ex. 12; Ulreich Ex. 4	FRE 801-802, 901
109	Excel associated with Sage costs for research of a new product	N/A	SAGE00029003	SAGE00029003	Thompson Ex. 13	FRE 801-802, 901
110	Excel of costs for different Sage projects	N/A	SAGE00036222	SAGE00036222	Thompson Ex. 14	FRE 401-402, 403, 801-802, 602, 901, 106
111	Capital Expenditure Request for [REDACTED]	5/18/2020	SAGE00040435	SAGE00040447	Ulreich Ex. 2	FRE 401-402, 403, 801-802, 901
112	Email from S. Jirafe to D. Ulreich copying K. Sexton re [REDACTED] Design and Marketing overviews	4/9/2020	SAGE00037157	SAGE00037158	Ulreich Ex. 3	FRE 401-402, 403, 801-802, 602, 901
113	Stryker - Sage Key Projects Review	9/21/2020	SAGE00034839	SAGE00034917	Ulreich Ex. 5	FRE 401-402, 403, 801-802, 602, 901
114	Stryker - Project Overview [REDACTED]	7/14/2019	SAGE00030464	SAGE00030464	Ulreich Ex. 6	FRE 401-402, 403, 801-802, 901
115	[REDACTED] Design Drawing	7/10/2019	SAGE00030403	SAGE00030408	Ulreich Ex. 7	FRE 401-402, 403, 801-802, 901
116	Stryker PrimaFit Design Drawing	4/1/2019	SAGE00000131	SAGE00000134	Ulreich Ex. 8	FRE 401-402, 403, 801-802, 901
117	Photo of [REDACTED] components	N/A	SAGE00030410	SAGE00030410	Ulreich Ex. 9	FRE 401-402, 403, 801-802, 901
118	Photo of PrimaFit components	N/A	SAGE00030409	SAGE00030409	Ulreich Ex. 10	FRE 401-402, 403, 801-802, 901
119	Photo of front of [REDACTED]	N/A	N/A	N/A	Ulreich Ex. 11	FRE 401-402, 403, 801-802, 901, NP
120	Photo of back of [REDACTED]	N/A	N/A	N/A	Ulreich Ex. 12	FRE 401-402, 403, 801-802, 901, NP
121	Email from P. Polanco to D. Ulreich, et al. re [REDACTED] New Product Code or Existing Product Code RA Perspective	1/31/2020	SAGE00037025	SAGE00037026	Ulreich Ex. 13	FRE 401-402, 403, 801-802, 602, 901
122	New Product Development Technical Report - [REDACTED] Catch and Retention Testing	7/15/2019	SAGE00034072	SAGE00034089	Ulreich Ex. 14	FRE 401-402, 403, 801-802, 901, D-Collins
123	Email from H. Fletcher to K. Sexton, D. Ulreich and P. White re Inova Fairfax [REDACTED] trial	12/17/2019	SAGE00036921	SAGE00036921	Ulreich Ex. 15	FRE 401-402, 403, 801-802, 901

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PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
124	Email from P. Polanco to D. Ulreich, et al. re [REDACTED] conversation about biocompatibility and temperature and humidity test	6/19/2019	SAGE00036204	SAGE00036204	Ulreich Ex. 16	FRE 401-402, 403, 801-802, 901, D-Collins
125	Photo of Primo prototype 5 (Modified Dielectrics 1)	9/25/2018	SAGE00030643	SAGE00030643	Ulreich Ex. 17	FRE 401-402, 403, 801-802, 901, 106
126	Powerpoint presentation of leadership group	09/00/2016	N/A	N/A	Alexander Ex. 3	FRE 401-402, 403, 801-802, 901, NP
127	Sage Products, Mutual Confidentiality Agreement between Sage Products, LLC and PureWick Inc.	7/5/2016	SAGE00028280	SAGE00028282	Alexander Ex. 4	FRE 401-402, 403, 901, MIL-CDA
128	PureWick Inc. Cost Benefits information with Post-It note	N/A	SAGE00027147	SAGE00027149	Alexander Ex. 5	FRE 401-402, 403, 801-802, 901
129	Email from K. Sexton to G. Davis, et al. re PureWick	6/17/2016	SAGE00035166	SAGE00035166	Alexander Ex. 6; Bobay Ex. 2	FRE 401-402, 403, 801-802, 602, 901, 106
130	PureWick Acquisition Opportunity steps	6/16/2016	SAGE00026019	SAGE00026019	Alexander Ex. 7	FRE 401-402, 403, 801-802, 602, 901
131	Email from T. Keaty to J. Layer re Purewick	7/6/2016	SAGE00026037	SAGE00026037	Alexander Ex. 8	FRE 401-402, 403, 801-802, 602, 901
132	PureWick In-Person Meeting	7/28/2016	SAGE00025842	SAGE00025843	Alexander Ex. 9	FRE 401-402, 403, 801-802, 602, 901
133	Handwritten notes re PureWick call	10/19/2016	SAGE00026029	SAGE00026029	Alexander Ex. 10	FRE 401-402, 403, 801-802, 602, 901, 106
134	PureWick San Diego Hospital Experiences	N/A	SAGE00027131	SAGE00027132	Alexander Ex. 11	Duplicative, FRE 401-402, 403, 801-802, 602, 901, 106
135	Email from J. Layer to B. Sleboda, et al. re Project Candle Model	10/18/2016	SAGE00028590	SAGE00028590	Alexander Ex. 12	FRE 401-402, 403, 801-802, 602, 901, 106
136	Email from S. Talbot to J. Bobay, et al. re PureWick - materials for discussion of patent portfolio 9/21 with attachments	9/19/2016	SAGE00043475	SAGE00043551	Alexander Ex. 13	FRE 401-402, 403, 801-802, 901
137	US Patent No. 10,390,989	8/27/2019	N/A	N/A	Alexander Ex. 14	Duplicative
138	PureWick Patent Portfolio Urinary Drainage - Female	9/13/2016	SAGE00043551	SAGE00043551	Alexander Ex. 15	FRE 401-402, 403, 801-802, 602, 901
139	Stryker NPD Limited Launch Design Approval Form for project 85	8/20/2019	SAGE00028163	SAGE00028192	Alexander Ex. 16	FRE 401-402, 403, 801-802, 602, 901, 106
140	Email from G. Davis to K. Sexton re Project Segue update	1/17/2017	SAGE00026657	SAGE00026657	Alexander Ex. 17	FRE 401-402, 403, 801-802, 602, 901
141	Sage PrimaFit NPD process timeline	N/A	SAGE00035988	SAGE00035988	Alexander Ex. 18	FRE 401-402, 403, 801-802, 901
142	Email from K. Sexton and R. Alvarez, et al. re Segue Project Weekly Update	5/1/2017	SAGE00026429	SAGE00026429	Alexander Ex. 20	FRE 401-402, 403, 801-802, 602, 901
143	Email from K. Sexton to J. Allen, et al. re IFU	9/21/2017	SAGE00027413	SAGE00027414	Alexander Ex. 21	FRE 401-402, 403, 801-802, 602, 901
144	Market Intelligence: Field Summary	10/23/2018	SAGE00033812	SAGE00033813	Alexander Ex. 22	FRE 401-402, 403, 801-802, 602, 901

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145	Email from M. Sotcan to K. Sexton re MetroHealth [REDACTED]	2/14/2020	SAGE00037056	SAGE00037056	Alexander Ex. 23; Sexton Ex. 73	FRE 401-402, 403, 801-802, 602, 901
146	Sage's Initial Disclosures Pursuant to Fed. Civ. P. 26(A)(1) and Paragraph 3 of the Default Standard for Discovery	2/10/2020	N/A	N/A	Alexander Ex. 24	FRE 401-402, 403
147	Email from J. Bobay to C. Newton and H. Haynes re Mutual CA with attachment of Mutual Confidentiality Agreement between Sage Products, LLC	7/6/2017	PUREWICK_0063999	PUREWICK_0064004	Bobay Ex. 3	FRE 401-402, 403, 801-802, 901
148	Email from C. Newton to J. Bobay re: management presentation	7/6/2016	PUREWICK_0064153	PUREWICK_0064154	Bobay Ex. 4	FRE 401-402, 403, 801-802, 901
149	PureWick management presentation	N/A	PUREWICK_0064155	PUREWICK_0064155	Bobay Ex. 5	Duplicative, FRE 401-402, 403, 801-802, 602, 901
150	Email from C. Zbierski to J. Bobay and K. Sexton re Research questions	7/20/2016	SAGE00035197	SAGE00035199	Bobay Ex. 7	FRE 401-402, 403, 801-802, 901
151	Email from J. Bobay to D. Bolt re Financials follow-up	7/29/2016	PUREWICK_0063740	PUREWICK_0063742	Bobay Ex. 8	FRE 401-402, 403, 801-802, 602, 901
152	Email from J. Bobay to D. Bolt, et al. re PureWick External Female Catheter	7/29/2016	PUREWICK_0064060	PUREWICK_0064062	Bobay Ex. 9	FRE 401-402, 403, 801-802, 602, 901
153	Email from J. Bobay to C. Newton, et al. re Follow-Up Discussion	6/8/2016	PUREWICK_0063743	PreWick_0063744	Bobay Ex. 10	FRE 401-402, 403, 801-802, 901
154	Email from J. Bobay to M. Jackson and C. Newton re Due Diligence and Trials	8/4/2016	PUREWICK_0063734	PUREWICK_0063737	Bobay Ex. 11	FRE 401-402, 403, 801-802, 901
155	PureWick Field Work Plan by J. Bobay	8/8/2016	SAGE00028247	SAGE00028248	Bobay Ex. 12	FRE 401-402, 403, 801-802, 901
156	Email from J. Bobay to M. Jackson, et al. re Purewick	8/26/2016	PUREWICK_0064066	PUREWICK_0064066	Bobay Ex. 13	FRE 401-402, 403, 801-802, 602, 901
157	Email from M. Jackson to J. Bobay re PureWick Silicone Wick	9/15/2016	PUREWICK_0063879	PUREWICK_0063880	Bobay Ex. 14	FRE 401-402, 403, 801-802, 602, 901
158	Email from S. Talbot to J. Bobay, et al. re PureWick - materials for discussion of patent portfolio 9/21 2 PM CT	9/19/2016	PUREWICK_0063790	PUREWICK_0063887	Bobay Ex. 15	FRE 401-402, 403, 801-802, 602, 901
159	Email from M. Stankovic to J. Bobay re YTD/MTD sales by account with attachment re Hospital Sales Excel	9/21/2016	PUREWICK_0019593	PUREWICK_0019595	Bobay Ex. 16	FRE 401-402, 403, 801-802, 602, 901
160	Excel sheet summarizing hospital product sales	N/A	PUREWICK_0019596	PUREWICK_0019596	Bobay Ex. 17	FRE 401-402, 403, 801-802, 602, 901
161	Email from M. Stankovic to J. Bobay re PureWick	10/11/2016	PUREWICK_0026669	PUREWICK_0026672	Bobay Ex. 18	FRE 401-402, 403, 801-802, 602, 901
162	Email from C. Terry to J. Bobay, et al. re Candle - Weekly Update	10/14/2016	SAGE00028569	SAGE00028570	Bobay Ex. 22	FRE 401-402, 403, 801-802, 602, 901
163	Email from B. Sleboda to J. Layer, et al. re Project Candel Model	10/18/2016	SAGE00028588	SAGE00028588	Bobay Ex. 23	Duplicative, FRE 401-402, 403, 801-802, 602, 901
164	Excel evaluation model of Project Candle	N/A	SAGE00028589	SAGE00028589	Bobay Ex. 24	Duplicative, FRE 401-402, 403, 801-802, 602, 901

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165	Email from J. Bobay to C. Newton re PureWick - Market pie chart	10/27/2016	PUREWICK_0064055	PUREWICK_0064057	Bobay Ex. 25	FRE 401-402, 403, 801-802, 602, 901
166	Email from J. Layer to J. Bobay re: Sales through November	12/3/2016	SAGE00028692	SAGE00028693	Bobay Ex. 26	FRE 401-402, 403, 801-802, 602, 901, 106
167	Email from J. Bobay to J. Layer re GP Indication of Interest	N/A	SAGE00025975	SAGE00025977	Bobay Ex. 27	FRE 401-402, 403, 801-802, 602, 901
168	Email from G. Davis to R. Alvarez, et al. re Project Segue update with hand written notes	1/17/2017	SAGE00027437	SAGE00027437	Bobay Ex. 28	FRE 401-402, 403, 801-802, 602, 901
169	Opening Expert Report of Dr. Edward Yun	3/21/2021	N/A	N/A	Thomas Ex. 2	FRE 401-402, 403, 801-802, 702-703, 602, DB-Yun
170	Summary of monthly sales of PureWick products in hospitals	N/A	PUREWICK_0030212	PUREWICK_0030212	Zani Ex. 56	FRE 401-402, 403, 602, 901, 106
171	Excel of PureWick product sales	N/A	PUREWICK_0064470	PUREWICK_0064470	Zani Ex. 57	FRE 401-402, 403, 602, 901, 106
172	Excel of Act units - PureWick products	N/A	PUREWICK_0064471	PUREWICK_0064471	Zani Ex. 58	FRE 401-402, 403, 602, 901, 106
173	Excel of PureWick cost of the product codes	N/A	PUREWICK_0033347	PUREWICK_0033347	Zani Ex. 59	FRE 401-402, 403, 602, 901, 106
174	P&L Statement for PureWick for 2018 and 2017	N/A	PUREWICK_0064463	PureWick_0064463	Zani Ex. 60	FRE 401-402, 403, 602, 901, 106
175	BMD Legal to Mgmt P&L Walkacross - P12, 2019, YTD (REDACTED)	6/15/2020	PUREWICK_0064464	PUREWICK_0064465	Zani Ex. 61	FRE 401-402, 403, 602, 901, 106
176	BMD Legal to Mgmt P&L Walkacross - P12, 2020, YTD (REDACTED)	10/7/2020	PUREWICK_0064466	PUREWICK_0064467	Zani Ex. 62	FRE 401-402, 403, 602, 901, 106
177	Project Candle Preliminary Management Discussion Pack	01/00/2017	PUREWICK_0017843	PUREWICK_0017883	Zani Ex. 63	FRE 401-402, 403, 602, 901, 106
178	Project Candle Voice of Customer Summary	N/A	PUREWICK_0051892	PUREWICK_0051895	Zani Ex. 67	FRE 401-402, 403, 801-802, 602, 901, 106
179	Due Diligence Report Project PureWick	2/2/2017	PUREWICK_0057447	PUREWICK_0057458	Zani Ex. 68; Gohde Ex. 150	FRE 401-402, 403, 801-802, 602, 901
180	Bard - Memo from S. Skelton re Project Candle Market Research Summary	8/6/2017	PUREWICK_0027822	PUREWICK_0027832	Zani Ex. 70, D's Depo Ex. 70	FRE 401-402, 403, 801-802, 602, 901, 106
181	Email from N. Austerman to P. Zani, et al re PureWick NRL with attachments Compiled Purewick Latex Free Accounts and images.	10/4/2018	PUREWICK_0034364	PUREWICK_0034365	Zani Ex. 83	FRE 401-402, 403, 801-802, 602, 901
182	Email from P. Zani to C. Aszmus, et al. re Sage vs Us	10/12/2017	PUREWICK_0034486	PUREWICK_0034486	Zani Ex. 88	FRE 401-402, 403, 801-802, 602, 901
183	Due Diligence Report Project PureWick	3/15/2017	PUREWICK_0059418	PUREWICK_0059429	Gohde Ex. 125	FRE 401-402, 403, 801-802, 602, 901, 106
184	Sales: Monthly Wick Sales graph	N/A	PUREWICK_0024830	PUREWICK_0024830	Gohde Ex. 154	FRE 401-402, 403, 801-802, 602, 901, 106
185	Excel of Monthly trials and customers from hospitals	N/A	PUREWICK_0024833	PUREWICK_0024833	Gohde Ex. 155	FRE 401-402, 403, 801-802, 602, 901, 106

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186	Excel of PureWick products total quaterly sales 2016-2017	N/A	PUREWICK_0024837	PUREWICK_0024837	Gohde Ex. 156	FRE 401-402, 403, 801-802, 602, 901, 106
187	Bard - Design Impact Evaluation Tree - PureWick Product Transfer - San Diego to Bard	N/A	PUREWICK_0030451	PUREWICK_0030476	Mann Ex. 248	FRE 401-402, 403, 801-802, 901
188	Authorization for Expenditure form of PureWick manufacturing and support equipment	9/20/2017	PUREWICK_0055998	PUREWICK_0056003	Mann Ex. 249	FRE 401-402, 403, 801-802, 901
189	Corporate Quality Assurance Manual - Revision 07-Transfer Phase IV Post Commercialization Project Review & Closure CQA Standards 11 & 43	N/A	PUREWICK_0056306	PUREWICK_0056312	Mann Ex. 250	FRE 401-402, 403, 801-802, 901
190	BD - Purewick Capacity Review presentation	11/21/2018	PUREWICK_0042808	PUREWICK_0042808	Mann Ex. 256	FRE 401-402, 403, 801-802, 602, 901, 106
191	BD - PureWick and DryDoc Capacity Update presentation	N/A	PUREWICK_0042809	PUREWICK_0042809	Mann Ex. 257	FRE 401-402, 403, 801-802, 602, 901, 106
192	PureWick Supplier Capacity Utilization	6/26/2019	PUREWICK_0042810	PUREWICK_0042810	Mann Ex. 258	FRE 401-402, 403, 801-802, 602, 901, 106
193	BD - UCC Capacity Planning presentation	4/24/2020	PUREWICK_0042811	PUREWICK_0042811	Mann Ex. 259	FRE 401-402, 403, 801-802, 602, 901, 106
194	U.S. Patent Application Publication 2016/0367226	12/22/2016	SAGE00001019	SAGE00001025	Forehand Ex. 94	FRE 401-402, 403
195	MDDI - 10 Finalists Chosen For Dare-to-Dream Medtech Design Challenge (PureWick)	10/17/2016	PUREWICK_0021742	PUREWICK_0021743	Forehand Ex. 111	FRE 401-402, 403, 801-802, 602, 901
196	Photograph of various devices	N/A	PUREWICK_0019770	PUREWICK_0019770	Forehand Ex. 114	
197	Photograph of various devices	N/A	PUREWICK_0019767	PUREWICK_0019767	Forehand Ex. 115	FRE 401-402, 403, 801-802, 901
198	Disclosure Schedules to the Agreement and Plan of Merger by and Among C.R. Bard, Inc., Candle Acquisition Corp., PureWick Corporation, and the Securityholder Representative	6/16/2017	PUREWICK_0015323	PUREWICK_0015361	Burn Ex. 290	
199	Agreement and Plan of Merger by and Among C.R. Bard, Inc., Candle Acquisition Corp., PureWick Corporation, and the Securityholder Representative (Execution Copy)	6/16/2017	PUREWICK_0020343	PUREWICK_0020446	Burn Ex. 298	
200	Bard Medical Memo from Stephen Brewer to Accounting Files re Project Candle - Accounting Treatment of PureWick, Inc. Purchase	7/11/2017	PUREWICK_0064655	PUREWICK_0064662	Burn Ex. 300	FRE 401-402, 403, 801-802, 901
201	C.R. Bard, Inc. Valuation of Certain Assets and Liabilities of PureWick, Inc. as of May 10, 2017	5/10/2017	PUREWICK_0064638	PUREWICK_0064654	Burn Ex. 301	FRE 401-402, 403, 801-802, 901
202	PureWick case studies from 09/13/14 - 10/19/15	N/A	PUREWICK_0016023	PUREWICK_0016029	Newton Ex. 384	FRE 401-402, 403, 801-802, 901
203	List of questions and answers about the PureWick FEC	N/A	PUREWICK_0021017	PUREWICK_0021018	Newton Ex. 396	FRE 401-402, 403, 801-802, 602, 901
204	PureWick Inc. Successful Incontinence Management for Women production description document	N/A	PUREWICK_0014538	PUREWICK_0014539	R. Newton Ex. 311	
205	Photograph of PureWick device (WICK# 301-15)	N/A	PUREWICK_0030279	PUREWICK_0030279	R. Newton Ex. 313	FRE 401-402, 403, 901
206	Photograph of PureWick Blue Tape Wick (Item #625)	N/A	PUREWICK_0030294	PUREWICK_0030294	R. Newton Ex. 317	FRE 401-402, 403, 901
207	Photograph of extruded wick prototype	N/A	PUREWICK_0030273	PUREWICK_0030275	R. Newton Ex. 318	FRE 401-402, 403, 901
208	PureWick Inc. Real Success Stories	N/A	PUREWICK_0017091	PUREWICK_0017092	R. Newton Ex. 319	FRE 401-402, 403, 901
209	Photograph of prototype	N/A	PUREWICK_0030276	PUREWICK_0030277	R. Newton Ex. 320	FRE 401-402, 403, 901

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210	Email from B. Sanchez to Dr. Newton re Urine collector with attachments of	8/4/2009	NEWTON_0005496	NEWTON_0005498	R. Newton Ex. 322	
211	Email from R. Newton to M. Jackson, J. Forehand, F. Phillips, and C. Newton re PureWick test log with attachment of PureWick test log excel	5/20/2014	NEWTON_0001141	NEWTON_0001143	R. Newton Ex. 332	FRE 401-402, 403, 801, 802, 602, 901
212	Averch, T. Catheter -Associated Urinary Tract Infections: Definitions and Significance in the Urologic Patient. <i>American Urological Association. 2014</i>	N/A	N/A	N/A		FRE 401-402, 403, 901, 702-703, NP
213	PureWick External Catheter for Women In-Service Training Guide	N/A	PUREWICK_0014327	PUREWICK_0014337		FRE 401-402, 403, 801, 802, 602, 901
214	External Catheter System Provides Effective Incontinence Management for Women information	N/A	PUREWICK_0014362	PUREWICK_0014362		FRE 401-402, 403, 801, 802, 602, 901
215	Bard BMD -Clinical Evaluation Report of PuereWick Female External Catheter (FEC) and Dry Doc and Accessories	9/8/2017	PUREWICK_0028073	PUREWICK_0028327		FRE 401-402, 403, 801, 802, 602, 901
216	Zavodnick J, Harley C, Zabriskie K, et al. Effect of a Female External Urinary Catheter on Incidence of Catheter-Associated Urinary Tract Infection. <i>Cureus.</i>	10/23/2020	PUREWICK_EXP_0000034	PUREWICK_EXP_0000040		FRE 401-402, 403, 901, 702-703
217	Hooton, T., et al. Diagnosis, Prevention, and Treatment of Catheter-Associated Urinary Tract Infection in Adults: 2009 International Clinical Practice Guidelines from the Infectious Diseases Society of America. <i>Urinary</i>	2/4/2010	PUREWICK_EXP_0000090	PUREWICK_EXP_0000128		FRE 401-402, 403, 901, 702-703
218	An APIC Guide (2008) Guide to the Elimination of Catheter-Associated Urinary Tract Infections (CAUTIs)	N/A	SAGE00023918	SAGE00023959		FRE 401-402, 403, 901, 702-703
219	HICPAC - Guideline for Prevention of Catheter-Associated Urinary Tract Infections (2009)	2/15/2017	SAGE00024621	SAGE00024681		FRE 401-402, 403, 901, 702-703
220	APIC Implementation Guide - Guide to Preventing Catheter-Associated Urinary Tract Infections	N/A	SAGE00024686	SAGE00024772		FRE 401-402, 403, 901, 702-703
221	Lo, E., et al. Strategies to Prevent Catheter-Associated Urinary Tract Infections in Acute Care Hospitals: 2014 Update. <i>Infection Control and Hospital Epidemiology.</i> 2014. 35(5).	4/10/2014	SAGE00024773	SAGE00024789		FRE 401-402, 403, 901, 702-703
222	Stryker - Sage MYM PrimaFit presentation	12/19/2021	SAGE00027576	SAGE00027576		FRE 401-402, 403, 801-802, 901
223	Sage Products - New product Development Report: PrimaFit In-House Volunteer Position Assessment Report	8/27/2019	SAGE00028125	SAGE00028130		FRE 401-402, 403, 801-802, 901
224	Photo of 20th Most Innovative New Product Awards PureWick, Inc. for Pharmaceuticals and Medical Devices	N/A	NEWTON_0008146	NEWTON_0008146		FRE 401-402, 403, 901
225	Project Candle and Foley Alternative VOC (Navicent Health, Macon, GA)	6/27/2016	PUREWICK_0014266	PUREWICK_0014269		FRE 401-402, 403, 801-802, 901
226	Project Candle VOC (Norfolk General, Sentara Systems Norfolk, VA)	10/10/2016	PUREWICK_0014272	PUREWICK_0014274		FRE 401-402, 403, 801-802, 901
227	Email from S. Patel to V. Behrend re Dear Sheila, question on PureWick use	1/17/2017	PUREWICK_0015944	PUREWICK_0015946		FRE 401-402, 403, 801-802, 901
228	External Catheter System Provides Effective Incontinence for Women Product Information	N/A	PUREWICK_0020710	PUREWICK_0020710		FRE 401-402, 403, 801-802, 602, 901
229	Bard Monthly Deep Dive Critical Care Marketing	10/00/2020	PUREWICK_0064274			FRE 401-402, 403, 801-802, 602, 901
230	Conference Program Abstracts - April 19-21, 2017 Millenium Knickerbocker Hotel, Chicago	N/A	PUREWICK_EXP_0000517	PUREWICK_EXP_0000592		FRE 401-402, 403, 801-802, 602, 901

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231	Online printout of The American Heritage Dictionary definition of the word "Layer"	6/22/2021	PUREWICK_EXP_000059	PUREWICK_EXP_0000601		FRE 401-402, 403, 801-802, 602, 901, Judge Order
232	External Catheters and Reducing Adverse Effects in the Female Inpatient - E. Glover, et al. Northwestern College Department of Nursing, Northwestern College informational chart	N/A	PUREWICK_EXP_0000625	PUREWICK_EXP_0000625		FRE 401-402, 403, 801-802, 901, 702-703
233	Encouraging the Use of PureWicks - K. Kessler, University of New Hampshire informational chart	N/A	PUREWICK_EXP_0000627	PUREWICK_EXP_0000627		FRE 401-402, 403, 801-802, 901, 702-703
234	John Hopkins Medicine website article, "Urinary Incontinence"	N/A	PUREWICK_EXP_0000628	PUREWICK_EXP_0000630		FRE 401-402, 403, 801-802, 901, 702-703
235	Ferng, A., "External female genitalia" website from kenhub.com	10/29/2020	PUREWICK_EXP_0000631	PUREWICK_EXP_0000636		FRE 401-402, 403, 801-802, 901, 702-703
236	National Cancer Institute SEER Training Modules: Urethra	N/A	PUREWICK_EXP_0000680	PUREWICK_EXP_0000681		FRE 401-402, 403, 801-802, 901, 702-703
237	Sam, P., et al. Anatomy, Abdomen and Pelvis, Sphincter Urethrae.	7/21/2020	PUREWICK_EXP_0000682	PUREWICK_EXP_0000684		FRE 401-402, 403, 801-802, 901, 702-703
238	University of Rochester Medical Center online encyclopedia. "Anatomy of the Vulva"	N/A	PUREWICK_EXP_0000685	PUREWICK_EXP_0000686		FRE 401-402, 403, 801-802, 901, 702-703
239	XXI. The Vulva	N/A	PUREWICK_EXP_0000687	PUREWICK_EXP_0000688		FRE 401-402, 403, 801-802, 901, 702-703, 106
240	Anatomy of the Vulva	N/A	PUREWICK_EXP_0000689	PUREWICK_EXP_0000693		FRE 401-402, 403, 801-802, 901, 702-703
241	Nguyen, J and Duong, H. Anatomy, Abdomen and Pelvis, Female Genitalia	8/10/2020	PUREWICK_EXP_0000697	PUREWICK_EXP_0000706		FRE 401-402, 403, 801-802, 901, 702-703
242	U.S.Patent No. 5,514,104	5/7/1996	PUREWICK_EXP_0000707	PUREWICK_EXP_0000720		FRE 401-402, 403, 801-802
243	U.S.Patent No. 6,291,050	9/18/2001	PUREWICK_EXP_0000721	PUREWICK_EXP_0000735		FRE 401-402, 403, 801-802
244	U.S.Patent No. 4,468,428	8/28/1994	PUREWICK_EXP_0000736	PUREWICK_EXP_0000744		FRE 401-402, 403, 801-802
245	U.S.Patent No. 8,198,505	6/12/2012	PUREWICK_EXP_0000745	PUREWICK_EXP_0000763		FRE 401-402, 403, 801-802
246	U.S.Patent No. 10,308,778	6/4/2019	PUREWICK_EXP_0000764	PUREWICK_EXP_0000768		FRE 401-402, 403, 801-802
247	U.S.Patent No. 4,117,184	9/26/1978	PUREWICK_EXP_0000769	PUREWICK_EXP_0000774		FRE 401-402, 403, 801-802
248	U.S.Patent No. 6,545,195	4/8/2003	PUREWICK_EXP_0000784	PUREWICK_EXP_0000793		FRE 401-402, 403, 801-802
249	U.S.Patent No. 5,669,895	9/23/1997	PUREWICK_EXP_0000794	PUREWICK_EXP_0000805		FRE 401-402, 403, 801-802
250	U.S.Patent No. 5,318,554	6/7/1994	PUREWICK_EXP_0000806	PUREWICK_EXP_0000840		FRE 401-402, 403, 801-802

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
251	Turbak A, Vigo T, eds. Nonwovens An Advanced Tutorial. Atlanta, GA. TAPPI. 1989.	N/A	PUREWICK_EXP_0000841	PUREWICK_EXP_0001160		FRE 401-402, 403, 801-802
252	U.S.Patent No. 5,609,588	3/11/1997	PUREWICK_EXP_0001161	PUREWICK_EXP_0001189		FRE 401-402, 403, 801-802
253	EP 1 263 374	11/17/2004	PUREWICK_EXP_0001209	PUREWICK_EXP_0001240		FRE 401-402, 403, 801-802
254	U.S.Patent No. 7,766,887	8/3/2010	PUREWICK_EXP_0001241	PUREWICK_EXP_0001273		FRE 401-402, 403, 801-802, 901
255	Memorial Sloan Kettering Cancer Center & Hunter-Bellevue School of Nursing, infomrational chart regarding An Alternaitve to the Indewelling Foley Catheter in Incontinent Female Patients	N/A	PUREWICK_EXP_0001274	PUREWICK_EXP_0001274		FRE 401-402, 403, 801-802, 901, 702-703
256	Wound Management and Prevention, <i>Innovation in Products for People with Incontinence</i>	07/00/2017	PUREWICK_EXP_0001275	PUREWICK_EXP_0001278		FRE 401-402, 403, 801-802, 901, 702-703
257	U.S.Patent No. 3,382,090	5/7/1968	PUREWICK_EXP_0001279	PUREWICK_EXP_0001283		FRE 401-402, 403, 801-802, 901
258	U.S.Patent No. 4,468,428	8/28/1984	PUREWICK_EXP_0001284	PUREWICK_EXP_0001292		FRE 401-402, 403, 801-802
259	U.S.Patent No. 4,610,675	9/9/1986	PUREWICK_EXP_0001293	PUREWICK_EXP_0001297		FRE 401-402, 403, 801-802, 901
260	U.S.Patent No. 5,147,345	9/15/1992	PUREWICK_EXP_0001298	PUREWICK_EXP_0001333		FRE 401-402, 403, 801-802, 901
261	U.S.Patent No. 7,766,887	8/3/2010	PUREWICK_EXP_0001333	PUREWICK_EXP_000136		Duplicative
262	Kissa, E. Wetting and Wicking. <i>Textile Res. J.</i> 1996. 66(10).	N/A	PUREWICK_EXP_0001367	PUREWICK_EXP_0001375		FRE 401-402, 403, 801-802, 901, 702-703
263	Insight 2007 International Conference (Section 16) - Advanced Fiber Extrusion Technology for producing High Value Nonwovens - Arnold Wilkie, President. Hills inc.	10/24/2007	PUREWICK_EXP_0001376	PUREWICK_EXP_0001381		FRE 401-402, 403, 801-802, 901, 702-703
264	Moisture Wicking Properties: How To Lose Them, How To Boost Them	N/A	PUREWICK_EXP_0001401	PUREWICK_EXP_0001405		FRE 401-402, 403, 801-802, 901, 702-703
265	U.S.Patent No. 5,591,149	1/7/1997	PUREWICK_EXP_0001446	PUREWICK_EXP_0001483		FRE 401-402, 403, 801-802
266	U.S.Patent No. 7,025,198	4/11/2006	PUREWICK_EXP_0001484	PUREWICK_EXP_0001503		FRE 401-402, 403, 801-802
267	PureWick Acquisition Opportunity report prepared by G. Davis	6/16/2016	SAGE00025928	SAGE00025928		FRE 401-402, 403, 801-802, 901, 602
268	Email from P. Nelson to C. Golden, et al. re Kaiser Meeting Highlights and next steps	8/8/2017	SAGE00026049	SAGE00026050		FRE 401-402, 403, 801-802, 901, 602
269	Survey Results from 5 Hospitals Using PureWick External Catherter for Women - Hospital Staff Agree on PureWick Benefits chart		PUREWICK_0014379	PUREWICK_0014379		FRE 401-402, 403, 801-802, 901, 602
270	Ltr from P. Curry to C. Newton re Preliminary Proposal to Acquire all of the Issued and Outstanding Shares of Capital Stock of PureWick Inc. ("PureWick")	11/24/2016	PUREWICK_0015039	PUREWICK_0015041		FRE 401-402, 403, 801-802, 901, 602
271	Agreement and Plan of Merger by and among C.R. Bard, Inc., Candle Acquisition Corp., PureWick Corporation and The Securityholder	6/16/2017	PUREWICK_0015111	PUREWICK_0015214		Duplicative

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272	Ltr from S. Fisher to T. Tran re Z-1485-2017: PureWick External Catheter for Women-Wick, item #625	4/19/2017	PUREWICK_0017920	PUREWICK_0017924		FRE 401-402, 403, 801-802, 901
273	PureWick: Wick Sales January 1-Nov 8	N/A	PUREWICK_0020448	PUREWICK_0020448		FRE 401-402, 403, 801-802, 901, 602
274	PureWick: 2016 Sales by Quarter	N/A	PUREWICK_0020452	PUREWICK_0020452		FRE 401-402, 403, 801-802, 901
275	Purewick: Wick Sakes Jan 1 - Nov 8	N/A	PUREWICK_0020453	PUREWICK_0020453		FRE 401-402, 403, 801-802, 901, 602
276	PureWick - Quarterly Update and Large Market Opportunity	N/A	PUREWICK_0020454	PUREWICK_0020455		FRE 401-402, 403, 801-802, 901, 602
277	Appendix 2.5(a)(iii) PureWick Corporation Balance Sheet	12/31/2016	PUREWICK_0020481	PUREWICK_0020485		FRE 401-402, 403, 801-802, 901, 602
278	PureWick Corporation Balance Sheet	5/31/2017	PUREWICK_0020486	PUREWICK_0020490		FRE 401-402, 403, 801-802, 901, 602
279	SCIMALS Due Diligence on PureWick	6/20/2014	PUREWICK_0020725	PUREWICK_0020751		FRE 401-402, 403, 801-802, 901
280	Sales: Monthly Wick Sales graph	N/A	PUREWICK_0024824	PUREWICK_0024824		FRE 401-402, 403, 801-802, 901, 602
281	Sales: Total Monthly Sales	N/A	PUREWICK_0024836	PUREWICK_0024836		FRE 401-402, 403, 801-802, 901, 602
282	Excel of Sales: Monthly Week Sales	N/A	PUREWICK_0027016	PUREWICK_0027016		FRE 401-402, 403, 801-802, 901, 602
283	PureWick External Catheter for Women - Instructions for Use	N/A	PUREWICK_0027201	PUREWICK_0027202		FRE 401-402, 403, 801-802, 901
284	PureWick Integration Phase Gate II/III Review presentation	3/8/2018	PUREWICK_0027921	PUREWICK_0027921		FRE 401-402, 403, 801-802, 901
285	Purewick (PW) Voice of Customer: Houston	11/27/2018	PUREWICK_0027928	PUREWICK_0027934		FRE 401-402, 403, 801-802, 901
286	Bard Marketing plan for 6141	N/A	PUREWICK_0028813	PUREWICK_0028816		FRE 401-402, 403, 801-802, 901
287	Excel with list of key accounts and summary	N/A	PUREWICK_0030211	PUREWICK_0030211		FRE 401-402, 403, 801-802, 901
288	Excel of PureWick products and sales	N/A	PUREWICK_0030213	PUREWICK_0030213		FRE 401-402, 403, 801-802, 901, 602, 106
289	Excel of PureWick products and sales	N/A	PUREWICK_0030214	PUREWICK_0030214		FRE 401-402, 403, 801-802, 901, 602, 106
290	Excel of PureWick products and sales	N/A	PUREWICK_0030215	PUREWICK_0030215		FRE 401-402, 403, 801-802, 901, 602, 106
291	Excel of PureWick products and sales	N/A	PUREWICK_0030216	PUREWICK_0030216		FRE 401-402, 403, 801-802, 901, 602, 106
292	Excel of PureWick sales forecast summary for 2019	N/A	PUREWICK_0030217	PUREWICK_0030217		FRE 401-402, 403, 801-802, 901, 602, 106

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293	Excel of PureWick products and sales	N/A	PUREWICK_0030218	PUREWICK_0030218		FRE 401-402, 403, 801-802, 901, 602, 106
294	Excel of PureWick monthly sales trend	N/A	PUREWICK_0030219	PUREWICK_0030219		FRE 401-402, 403, 801-802, 901, 602, 106
295	Excel of PureWick 2017 conversions	N/A	PUREWICK_0030220	PUREWICK_0030220		FRE 401-402, 403, 801-802, 901, 602, 106
296	Excel of PureWick sales trend	N/A	PUREWICK_0030221	PUREWICK_0030221		FRE 401-402, 403, 801-802, 901, 602, 106
297	Excel of PureWick new account sales trend	N/A	PUREWICK_0030222	PUREWICK_0030222		FRE 401-402, 403, 801-802, 901, 602, 106
298	Excel of PureWick products new accounts by month and sales trends	N/A	PUREWICK_0030223	PUREWICK_0030223		FRE 401-402, 403, 801-802, 901, 602, 106
299	Excel of PureWick sales trending and new accounts April 2019	N/A	PUREWICK_0030224	PUREWICK_0030224		FRE 401-402, 403, 801-802, 901, 602, 106
300	Excel of PureWick sales trending and new accounts April 2020	N/A	PUREWICK_0030225	PUREWICK_0030225		FRE 401-402, 403, 801-802, 901, 602, 106
301	Excel of PureWick sales trending and new accounts	N/A	PUREWICK_0030226	PUREWICK_0030226		FRE 401-402, 403, 801-802, 901, 602, 106
302	Excel of PureWick sales trending and new accounts August 2019	N/A	PUREWICK_0030227	PUREWICK_0030227		FRE 401-402, 403, 801-802, 901, 602, 106
303	Excel of PureWick sales trending and new accounts August 2019	N/A	PUREWICK_0030228	PUREWICK_0030228		FRE 401-402, 403, 801-802, 901, 602, 106
304	Excel of PureWick sales trending and new accounts December 2019	N/A	PUREWICK_0030229	PUREWICK_0030229		FRE 401-402, 403, 801-802, 901, 602, 106
305	Excel of PureWick sales trending and new accounts February 2019	N/A	PUREWICK_0030230	PUREWICK_0030230		FRE 401-402, 403, 801-802, 901, 602, 106
306	Excel of PureWick sales trending and new accounts February 2020	N/A	PUREWICK_0030231	PUREWICK_0030231		FRE 401-402, 403, 801-802, 901, 602, 106
307	Excel of PureWick sales trending and new accounts February 2020	N/A	PUREWICK_0030232	PUREWICK_0030232		FRE 401-402, 403, 801-802, 901, 602, 106
308	Excel of PureWick sales trending and new accounts July 2018	N/A	PUREWICK_0030233	PUREWICK_0030233		FRE 401-402, 403, 801-802, 901, 602, 106
309	Excel of PureWick sales trending and new accounts July 2019	N/A	PUREWICK_0030234	PUREWICK_0030234		FRE 401-402, 403, 801-802, 901, 602, 106
310	Excel of PureWick sales trending and new accounts June 2018	N/A	PUREWICK_0030235	PUREWICK_0030235		FRE 401-402, 403, 801-802, 901, 602, 106
311	Excel of PureWick sales trending and new accounts June 2019	N/A	PUREWICK_0030236	PUREWICK_0030236		FRE 401-402, 403, 801-802, 901, 602, 106
312	Excel of Sale Trends, existing trends sale, and daily sales trend	N/A	PUREWICK_0030237	PUREWICK_0030237		FRE 401-402, 403, 801-802, 901, 602, 106
313	Excel of PureWick sales trending and new accounts March 2019	N/A	PUREWICK_0030238	PUREWICK_0030238		FRE 401-402, 403, 801-802, 901, 602, 106

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314	Excel of PureWick sales trending and new accounts March 2020	N/A	PUREWICK_0030239	PUREWICK_0030239		FRE 401-402, 403, 801-802, 901, 602, 106
315	Excel of PureWick products new accounts by month and sales trends	N/A	PUREWICK_0030240	PUREWICK_0030240		FRE 401-402, 403, 801-802, 901, 602, 106
316	Excel of PureWick sales trending and new accounts May 2019	N/A	PUREWICK_0030241	PUREWICK_0030241		FRE 401-402, 403, 801-802, 901, 602, 106
317	Excel of PureWick sales trending and new accounts November 2019	N/A	PUREWICK_0030242	PUREWICK_0030242		FRE 401-402, 403, 801-802, 901, 602, 106
318	Excel of PureWick sales trending and new accounts October 2019	N/A	PUREWICK_0030243	PUREWICK_0030243		FRE 401-402, 403, 801-802, 901, 602, 106
319	Excel of PureWick sales trending and new accounts August 2018	N/A	PUREWICK_0030244	PUREWICK_0030244		FRE 401-402, 403, 801-802, 901, 602, 106
320	Excel of PureWick sales trending and new accounts September 2019	N/A	PUREWICK_0030245	PUREWICK_0030245		FRE 401-402, 403, 801-802, 901, 602
321	Excel of PureWick sales trending and new accounts December 2018	N/A	PUREWICK_0030246	PUREWICK_0030246		FRE 401-402, 403, 801-802, 901, 602, 106
322	Excel of PureWick sales trending and new accounts December 2018	N/A	PUREWICK_0030247	PUREWICK_0030247		FRE 401-402, 403, 801-802, 901, 602, 106
323	Excel of PureWick April 2020 conversions	N/A	PUREWICK_0030248	PUREWICK_0030248		FRE 401-402, 403, 801-802, 901, 602, 106
324	Excel of PureWick August 2020 conversions	N/A	PUREWICK_0030249	PUREWICK_0030249		FRE 401-402, 403, 801-802, 901, 602, 106
325	Excel of PureWick July 2020 conversions	N/A	PUREWICK_0030250	PUREWICK_0030250		FRE 401-402, 403, 801-802, 901, 602, 106
326	Excel of PureWick June 2020 conversions	N/A	PUREWICK_0030251	PUREWICK_0030251		FRE 401-402, 403, 801-802, 901, 602, 106
327	Excel of PureWick May 2020 conversions	N/A	PUREWICK_0030252	PUREWICK_0030252		FRE 401-402, 403, 801-802, 901, 602, 106
328	Excel of PureWick September 2020 conversions	N/A	PUREWICK_0030253	PUREWICK_0030253		FRE 401-402, 403, 801-802, 901, 602, 106
329	Excel of Unit Trend by Conversion Year	N/A	PUREWICK_0030254	PUREWICK_0030254		FRE 401-402, 403, 801-802, 901, 602, 106
330	External Catheter System Provides Effective Incontinence Management for Women informational chart	N/A	PUREWICK_0032109	PUREWICK_0032109		Duplicative, FRE 401-402, 403, 801, 802, 602, 901
331	Innovation in Reducing CAUTI's, Pressure Ulcer Prevention & Infection Prevention, Tri-City Medical Center informational chart	N/A	PUREWICK_0032110	PUREWICK_0032110		FRE 401-402, 403, 801, 802, 602, 901
332	PureWick External Female Catheter presentation	N/A	PUREWICK_0032158	PUREWICK_0032180		FRE 401-402, 403, 801, 802, 602, 901
333	Excel of PureWick list of Sage accounts	N/A	PUREWICK_0034331	PUREWICK_0034331		FRE 401-402, 403, 801-802, 901
334	Email from S. Skelton to J. Gilthero, et al. re Purewick Male	10/16/2017	PUREWICK_0034515	PUREWICK_0034516		FRE 401-402, 403, 801-802, 901

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PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
335	Email from M. Weissmann to T. Cote, et al. re Feedback on Purewick - Marketing	12/15/2017	PUREWICK_0034563	PUREWICK_0034564		FRE 401-402, 403, 801, 802, 602, 901
336	Email from A. Thyen to M. Weissman, et al. re Feedback on PureWick - Marketing	12/15/2017	PUREWICK_0034565	PUREWICK_0034566		FRE 401-402, 403, 801-802, 901
337	Bard Medical - What is missing from your CAUTI prevention bundle?	N/A	PUREWICK_0034595	PUREWICK_0034600		FRE 401-402, 403, 801-802, 901
338	Bard Medical - Memo from P. Zani to R. Hanson re September 2017 Results	10/2/2017	PUREWICK_0034736	PUREWICK_0034737		FRE 401-402, 403, 801-802, 901
339	Excel file of PureWick sales, carryover, and accounts	N/A	PUREWICK_0034750	PUREWICK_0034750		FRE 401-402, 403, 801, 802, 602, 901
340	Email from R. Hanson to J. Gohde re Where are you at re NPD Project prioritization?	3/19/2018	PUREWICK_0034771	PUREWICK_0034773		FRE 401-402, 403, 801, 802, 602, 901
341	Email from R. Jacobs to T. Johnson, et al. re What if	1/22/2019	PUREWICK_0035042	PUREWICK_0035044		FRE 401-402, 403, 801, 802, 602, 901
342	BD - Female External Catheter Head to Head Evaluations presentation	6/5/2018	PUREWICK_0035383	PUREWICK_0035397		FRE 401-402, 403, 801, 802, 602, 901
343	Project ManWick Market Research Report presentation	6/19/2018	PUREWICK_0035631	PUREWICK_0035714		FRE 401-402, 403, 801, 802, 602, 901
344	BD - Project 6219 PureWick Male presentation	8/15/2019	PUREWICK_0042421	PUREWICK_0042442		FRE 401-402, 403, 801, 802, 602, 901
345	Bard Phase gate Review Closing Memo from A. Johannes re Phase Gate Review 1 Closing memo	10/9/2018	PUREWICK_0042771	PUREWICK_0042773		FRE 401-402, 403, 801, 802, 602, 901
346	Bard Product Opportunity Appraisal Project PureWick male - PureWick Male External Catheter (6219)	3/20/2020	PUREWICK_0042774	PUREWICK_0042790		FRE 401-402, 403, 801, 802, 602, 901
347	Corporate Quality Assurance Manual - Transfer Phase II Process Characterization/Gap Closure & Implementation Standards 11 & 43	N/A	PUREWICK_0042850	PUREWICK_0042864		FRE 401-402, 403, 801, 802, 602, 901
348	Email from M. Jackson to P. Zani, et al. re Purewick Latex Decision	6/23/2017	PUREWICK_0049279	PUREWICK_0049280		FRE 401-402, 403, 801-802, 901
349	Excel of Bard Revenue Build-Up Project Candle	N/A	PUREWICK_0052645	PUREWICK_0052645		FRE 401-402, 403, 801, 802, 602, 901
350	Email from A. Esposito to J. Forehand re PureWick Manufacturing - US and Malaysia	8/11/2017	PUREWICK_0054197	PUREWICK_0054198		FRE 401-402, 403, 801-802, 901
351	Bard Intergrated Project Plan PureWick Product Transfer - SanDiego to Bard Malaysia 2017	N/A	PUREWICK_0056005	PUREWICK_0056014		FRE 401-402, 403, 801, 802, 602, 901
352	Excel of Bard and Candle revenues and accounts	N/A	PUREWICK_0058462	PUREWICK_0058462		FRE 401-402, 403, 801, 802, 602, 901
353	Excel file of Grow Urological Drainage Net Income Globally	N/A	PUREWICK_0064267	PUREWICK_0064267		FRE 401-402, 403, 801, 802, 602, 901
354	Bard Monthly Deep Dive - Critical Care marketing	06/00/2020	PUREWICK_0064271	PUREWICK_0064271		FRE 401-402, 403, 801, 802, 602, 901
355	Bard Monthly Deep Dive - Critical Care marketing	09/00/2020	PUREWICK_0064273	PUREWICK_0064273		FRE 401-402, 403, 801, 802, 602, 901

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356	Bard Urology and Critical Care FY2020 - FY2022 Strategic Plan	05/00/2019	PUREWICK_0064416	PUREWICK_0064462		FRE 401-402, 403, 801, 802, 602, 901
357	Excel of UCC PureWick Sales Assumptions	N/A	PUREWICK_0064469	PUREWICK_0064469		FRE 401-402, 403, 801, 802, 602, 901
358	Purewick Corporation Corporate Tax Returns	12/31/2016	PUREWICK_0064473	PUREWICK_0064520		FRE 401-402, 403, 801, 802, 602, 901
359	PureWick 2017 Federal Form 1120 Tax returns	12/18/2018	PUREWICK_0064521	PUREWICK_0064548		FRE 401-402, 403, 801, 802, 602, 901
360	PureWick 2017 Federal Form 1120 Tax returns	N/A	PUREWICK_0064549	PUREWICK_0064569		FRE 401-402, 403, 801, 802, 602, 901
361	PureWick 2018 Federal Form 1120 Tax returns	N/A	PUREWICK_0064570	PUREWICK_0064598		FRE 401-402, 403, 801, 802, 602, 901
362	Draft copy of letter to Purewick Corporation from Oliva, Goddard & Wright Certified Accountants re 2016 Corporate Taxes	1/15/2018	PUREWICK_0064599	PUREWICK_0064636		FRE 401-402, 403, 801, 802, 602, 901
363	"BD Completes Bard Acquisition, Creating New Global Health Care Leader", <a href="https://www.prnewswire.com/news-releases/bd-completes-bard-acquisition-creating-new-global-health-care-leader-300576098.html">https://www.prnewswire.com/news-releases/bd-completes-bard-acquisition-creating-new-global-health-care-leader-300576098.html</a>	12/29/2017	PUREWICK_EXP_0000140	PUREWICK_EXP_0000143		FRE 401-402, 403, 801, 802, 602, 901
364	Wollinsky, A. The Nash Bargaining Solution in Economic Modeling. <i>Rand Journal of Economics</i> . 17(2):176-188 (1986).	N/A	PUREWICK_EXP_0000144	PUREWICK_EXP_0000157		FRE 401-402, 403, 901, 702-703, D-Leonard
365	United States Securities and Exchange Commission Form 10-K for 2016	12/31/2016	PUREWICK_EXP_0000208	PUREWICK_EXP_0000314		FRE 401-402, 403, 801, 802, 602, 901
366	United States Securities and Exchange Commission Form 10-Q for 2017	6/30/2017	PUREWICK_EXP_0000315	PUREWICK_EXP_0000362		FRE 401-402, 403, 801, 802, 602, 901
367	CMS - Hospital-Acquired Condition Reduction Program Fiscal Year 2020 Fact Sheet	07/00/2019	PUREWICK_EXP_0000424	PUREWICK_EXP_0000428		FRE 401-402, 403, 801, 802, 602, 901, 702-703
368	Joint Commission Announces New 2012 National Patient Safety Goal for CAUTI	5/25/2011	PUREWICK_EXP_0000449	PUREWICK_EXP_0000449		FRE 401-402, 403, 801, 802, 602, 901, 702-703
369	R3 Report I Requirement, Rationale, Reference - Catheter associated urinary tract infections	9/28/2011	PUREWICK_EXP_0000468	PUREWICK_EXP_0000471		FRE 401-402, 403, 801, 802, 602, 901, 702-703
370	R3 Report I Requirement, Rationale, Reference - New and revised NPSGs on CAUTIs	12/12/2016	PUREWICK_EXP_0000472	PUREWICK_EXP_0000474		FRE 401-402, 403, 801, 802, 602, 901, 702-703
371	Rubinstein, A. Perfect Equilibrium In A Bargaining Model. <i>Econometrica</i> . 50(1):97-109 (1982).	N/A	PUREWICK_EXP_0000475	PUREWICK_EXP_0000488		FRE 401-402, 403, 901, 702-703, D-Leonard
372	Shapley, L.S. Notes on the n-Person Game -- II: The Value of An n-Person Game. The Rand Corporation. 1951.	8/21/1951	PUREWICK_EXP_0000496	PUREWICK_EXP_0000514		FRE 401-402, 403, 901, 702-703, D-Leonard
373	Berry, S., et al. Automobile Prices In Market Equilibrium. <i>Econometrica</i> . 63(4):841-890 (1995).	N/A	PUREWICK_EXP_0001569	PUREWICK_EXP_0001619		FRE 401-402, 403, 901, 702-703, D-Leonard
374	De Jaegher, K. Asymetric Substitutability: Theory and Some Applications. <i>Economic Inquiry</i> . 47(4):838-855 (2009).	N/A	PUREWICK_EXP_0001620	PUREWICK_EXP_0001638		FRE 401-402, 403, 901, 702-703, D-Leonard
375	Dehez, P. and Poukens, S. The Shapley Value as a Guide to FRAND Licensing Agreements. <i>Rev. Law Econ</i> . 10(3):265-284 (2014).	N/A	PUREWICK_EXP_0001639	PUREWICK_EXP_0001659		FRE 401-402, 403, 901, 702-703, D-Leonard
376	Gans, J. Getting Pricing Right on Digital Music Copyright. <i>Review of Economic Research on Copyright Issues</i> . 15(2):1-22 (2018).	N/A	PUREWICK_EXP_0001660	PUREWICK_EXP_0001681		FRE 401-402, 403, 901, 702-703, D-Leonard

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
377	Layne-Ferrar, A., et al. Pricing for Licensing in Standard-Setting Organizations: Making Sense of Fraud Commitments. <i>Antitrust Law Journal</i> . 74(3):671-706	N/A	PUREWICK_EXP_0001682	PUREWICK_EXP_00001718		FRE 401-402, 403, 901, 702-703, D-Leonard
378	Watt, R. Fair Copyright Remuneration: The Case of Music Radio. <i>Review of Economic Research on Copyright Issues</i> . 7(2):21-37 (2010).	N/A	PUREWICK_EXP_0001772	PUREWICK_EXP_0001788		FRE 401-402, 403, 901, 702-703, D-Leonard
379	Aumann, R and Hart, S. Handbook of Game Theory with Economic Applications. Elsevier Science. 2002.	N/A	PUREWICK_EXP_0001789	PUREWICK_EXP_0001820		FRE 401-402, 403, 901, 702-703, D-Leonard
380	AIPLA 2019 Report of the Economic Survey	N/A	PUREWICK_EXP_0001821	PUREWICK_EXP_0002207		FRE 401-402, 403, 901, 702-703
381	Sage Female External Continence Device product information	N/A	SAGE00023853	SAGE00023853		FRE 401-402, 403, 801-802, 901
382	Segue Market Assessment 2017	N/A	SAGE00023855	SAGE00023855		FRE 401-402, 403, 801-802, 901, 602
383	Sage Female External Continence Device Key Features and Benefits presentation	N/A	SAGE00023856	SAGE00023856		FRE 401-402, 403, 801-802, 901, 602
384	Sage Female ECD Highlights from Field Evaluations presentation	N/A	SAGE00023969	SAGE00023969		FRE 401-402, 403, 801-802, 901, 602
385	Purewick vs Sage PrimaFit Competitive Analysis	N/A	SAGE00027574	SAGE00027574		FRE 401-402, 403, 801-802, 901
386	Purewick vs Sage PrimaFit Competitive Analysis	N/A	SAGE00027575	SAGE00027575		Duplicative
387	Excel of MKT projections from 2018 thru 2022	1/8/2019	SAGE00027593	SAGE00027593		FRE 401-402, 403, 801-802, 901, 106
388	Sage Net Sales History of 12 Months	N/A	SAGE00028948	SAGE00028948		FRE 401-402, 403, 801-802, 901, 106
389	Sage NPD Process: PrimaFit Product Launch presentation slides	N/A	SAGE00028988	SAGE00028988		Duplicative, FRE 401-402, 403, 801-802, 901
390	Sage NPD Process: PrimaFit Product Launch presentation slides	N/A	SAGE00028989	SAGE00028989		Duplicative, FRE 401-402, 403, 801-802, 901
391	Stryker - PrimaFit Status Update	10/22/2018	SAGE00029005	SAGE00029005		FRE 401-402, 403, 801-802, 901
392	Stryker - Sage PrimaFit Capacity	1/10/2019	SAGE00029012	SAGE00029012		FRE 401-402, 403, 801-802, 901
393	Excel of Prima and Primo SS Net Dollars	N/A	SAGE00030398	SAGE00030398		FRE 401-402, 403, 801-802, 901
394	Sage - Project Segue presentation	N/A	SAGE00035465	SAGE00035509		FRE 401-402, 403, 801-802, 901
395	Project Charter for [REDACTED]	N/A	SAGE00036154	SAGE00036155		FRE 401-402, 403, 801-802, 901, 106
396	Email from B. Ohalloran to K. Paskal et al. re [REDACTED] forecast	9/13/2019	SAGE00036472	SAGE00036472		FRE 401-402, 403, 801-802, 901, 602, 106
397	Email from K. Paskal to D. Ulreich and K. Sexton re [REDACTED] forecast	10/9/2019	SAGE00036668	SAGE00036669		FRE 401-402, 403, 801-802, 901, 602, 106
398	Stryker - [REDACTED] project update	N/A	SAGE00036679	SAGE00036679		FRE 401-402, 403, 801-802, 901, 602, 106

PureWick Corporation, v. Sage Products LLC,

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Schedule D1 - PureWick's Trial Exhibit List

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
399	Sage - Project Segue presentation	N/A	SAGE00037635	SAGE00037679		Duplicative
400	Email from K. Buckstaff to E. Farrell re Comparison	5/14/2018	SAGE00038681	SAGE00038682		FRE 401-402, 403, 801-802, 901, 602, 106
401	PrimaFit External Urine Management System for Females	12/31/2021	SAGE00038877	SAGE00038877		FRE 401-402, 403, 801-802, 901, 602
402	Email from K. Paskal to M. Laumann and N. Alexander re Female External Catheter Update	5/22/2019	SAGE00039400	SAGE00039402		FRE 401-402, 403, 801-802, 901
403	Email from B. Pickett to G. Schiming and K. Paskal re [REDACTED]	1/13/2020	SAGE00039931	SAGE00039932		FRE 401-402, 403, 801-802, 602, 901
404	Excel of Sage products Monthly Income Statement March 2021	N/A	SAGE00043555	SAGE00043555		FRE 401-402, 403, 801-802, 901
405	Amendment to Invention Agreement between Rober Snachez and Camile Newton	5/30/2013	SANCHEZ001176	SANCHEZ001176		FRE 401-402, 403, 801-802, 901
406	Invention Agreement between Robert Sanchez and Camille Newton	5/31/2010	SANCHEZ001201	SANCHEZ001203		FRE 401-402, 403, 801-802, 901
407	Measuring Safety, Effectiveness and Ease of Use of PureWick in the Management of Urinary Inconvenience in Bedbound Women: Case Studies by C. Newton, E. Call, and K. Chan	1/8/2016	PUREWICK_0014315	PUREWICK_0014325		FRE 401-402, 403, 801-802, 602, 901
408	PureWick External Catheter Non-Invasive, No nurse required, Up to 100% urine capture	N/A	PUREWICK_0014338	PUREWICK_0014360		Duplicative; FRE 401-402, 403, 801-802, 602, 901
409	PureWick External Catheter for Women informational guide	N/A	PUREWICK_0014361	PUREWICK_0014361		Duplicative; FRE 401-402, 403, 801-802, 602, 901
410	PureWick External Catheter for Women instructions for use	N/A	PUREWICK_0014365	PUREWICK_0014366		Duplicative; FRE 401-402, 403, 801-802, 602, 901
411	Innovation in Reducing CAUTI's informational chart for Pressure Ulcer Prevention & Infection Prevention, Tri-City Medical Center	N/A	PUREWICK_0014368	PUREWICK_0014368		Duplicative; FRE 401-402, 403, 801-802, 602, 901
412	PureWick User Guide - External Catheter System for Women	N/A	PUREWICK_0014369	PUREWICK_0014376		FRE 401-402, 403, 801-802, 602, 901
413	Beeson, T. and Davis, C. Urinary Management with an External Female Collection Device. <i>J. Wound, Ostomy and Continence Nurses Society</i> . 2018.	N/A	PUREWICK_0014380	PUREWICK_0014382		FRE 401-402, 403, 801-802, 602, 901
414	Bard Medical brochure letter re Purewick Female External Catheter	N/A	PUREWICK_0014387	PUREWICK_0014387		FRE 401-402, 403, 801-802, 602, 901
415	Purewick female external catheter informational brochure	N/A	PUREWICK_0014392	PUREWICK_0014392		FRE 401-402, 403, 801-802, 602, 901
416	Bard information guide on Purewick female external catheter	N/A	PUREWICK_0014394	PUREWICK_0014394		FRE 401-402, 403, 801-802, 602, 901
417	Bard - The ins and out of the Purewick female external catheter brochure	N/A	PUREWICK_0014395	PUREWICK_0014395		FRE 401-402, 403, 801-802, 602, 901

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418	Whidbey Health presentation	N/A	PUREWICK_0014479	PUREWICK_0014493		FRE 401-402, 403, 801-802, 602, 901
419	Email from P. Zani to S. Skelton and M. Freeman re PureWick Trial Update	10/6/2017	PUREWICK_0014518	PUREWICK_0014520		FRE 401-402, 403, 801-802, 602, 901
420	PureWick schematic of shell	7/14/2017	PUREWICK_0014540	PUREWICK_0014540		FRE 401-402, 403, 801-802, 901
421	PureWick schematic of Final Assembly	7/17/2017	PUREWICK_0014544	PUREWICK_0014544		FRE 401-402, 403, 801-802, 901
422	PureWick schematic of Lumen Assembly	3/15/2018	PUREWICK_0014545	PUREWICK_0014545		FRE 401-402, 403, 801-802, 901
423	PureWick schematic Sleeve Assembly	3/15/2018	PUREWICK_0014547	PUREWICK_0014547		FRE 401-402, 403, 801-802, 901
424	Bard Purewick female external catheter instructions for use	N/A	PUREWICK_0014568	PUREWICK_0014569		FRE 401-402, 403, 801-802, 901
425	PureWick Management presentation	N/A	PUREWICK_0014675	PUREWICK_0014706		Duplicative; FRE 401-402, 403, 801-802, 602, 901
426	PureWick - Successful Incontinence Management for Women information	N/A	PUREWICK_0014907	PUREWICK_0014908		Duplicative
427	Cutting CAUTI at MCNH information chart	N/A	PUREWICK_0015910	PUREWICK_0015910		FRE 401-402, 403, 801-802, 901, 602
428	Excel of PureWick user results of products	N/A	PUREWICK_0017094	PUREWICK_0017094		FRE 401-402, 403, 801-802, 901, 602
429	PureWick Prototypes - Features, Benefits and Drawbacks	N/A	PUREWICK_0017518	PUREWICK_0017519		FRE 401-402, 403, 801-802, 901, 602
430	Deloitte - PureWick, Inc. Summary Fact Sheet	07/00/2016	PUREWICK_0017753	PUREWICK_0017753		FRE 401-402, 403, 801-802, 901, 602
431	Deloitte - Purewick, Inc. Executive Summary	N/A	PUREWICK_0017754	PUREWICK_0017769		FRE 401-402, 403, 801-802, 901, 602
432	Patent Assignment Cover Sheet for Application Nos. 62414963, 62485578, 1561187, and US1735625	6/00/2017	PUREWICK_0018021	PUREWICK_0018030		FRE 401-402, 403, 801-802, 901, 602
433	Patent Assignment for US 15/260,103 and PCT/US16/049274	N/A	PUREWICK_0018158	PUREWICK_0018165		FRE 401-402, 403, 801-802, 901, 602
434	Purewick 625 Wick, SH Item Number 100008 Biocompatibility Review	10/20/2016	PUREWICK_0019912	PUREWICK_0019966		FRE 401-402, 403, 801-802, 901, 602
435	Purewick Collection Article - Assembly Concept with Extruded Main Body Construction presentation	12/8/2013	PUREWICK_0019975	PUREWICK_0019990		FRE 401-402, 403, 801-802, 901, 602
436	Purewick Corporation Successful Incontinence Management for Women Business Plan	9/00/2015	PUREWICK_0020752	PUREWICK_0020774		FRE 401-402, 403, 801-802, 901, 602
437	Failure Mode and Effect Analysis for R2P2	12/29/2016	PUREWICK_0027440	PUREWICK_0027446		FRE 401-402, 403, 801-802, 901, 602
438	Wick Assembly Instructions - Cutting Station	9/1/2016	PUREWICK_0027448	PUREWICK_0027449		FRE 401-402, 403, 801-802, 901, 602

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
439	Heaven International Healthcare Co., Ltd. Technical Datasheet for (Compression) Tubular Bandage	N/A	PUREWICK_0027489	PUREWICK_0027489		FRE 401-402, 403, 801-802, 901, 602
440	Purewick External Catheter for Women Instructions for Use sheet and Frequently Asked Questions	N/A	PUREWICK_0027530	PUREWICK_0027531		Duplicative, FRE 401-402, 403, 801-802, 901
441	Bard Design Impact Evaluation Tree - PureWick Latex Free	N/A	PUREWICK_0027626	PUREWICK_0027631		FRE 401-402, 403, 801-802, 901, 602
442	EHS Product Impact Assessment Evaluation	N/A	PUREWICK_0027645	PUREWICK_0027655		FRE 401-402, 403, 801-802, 901, 602
443	Bard Design Impact Evaluation Tree - PureWick Latex Free	N/A	PUREWICK_0027656	PUREWICK_0027661		FRE 401-402, 403, 801-802, 901, 602
444	Subassembly Instructions	3/28/2017	PUREWICK_0027839	PUREWICK_0027840		FRE 401-402, 403, 801-802, 901, 602, 102
445	Manufacturing Plan - Purewick and Associated Drydock	N/A	PUREWICK_0027842	PUREWICK_0027846		FRE 401-402, 403, 801-802, 901, 602, 102
446	PureWick Compression Bandage Preparation Manufacturing Procedure	N/A	PUREWICK_0027847	PUREWICK_0027849		FRE 401-402, 403, 801-802, 901, 602, 102
447	Wick Assembly, PureWick Manufacturing Procedure	N/A	PUREWICK_0027850	PUREWICK_0027861		FRE 401-402, 403, 801-802, 901, 602, 102
448	Bard BMD - Clinical Evaluation Report - PureWick Female Catheter (FEC) and DryDoc and Accessories	9/19/2018	PUREWICK_0028328	PUREWICK_0028647		FRE 401-402, 403, 801-802, 901, 602, 102
449	Bard - Bill of Material Request Form	N/A	PUREWICK_0030484	PUREWICK_0030484		FRE 401-402, 403, 801-802, 901, 602, 102
450	Bard - Bill of Material Request Form	N/A	PUREWICK_0030491	PUREWICK_0030491		FRE 401-402, 403, 801-802, 901, 602, 102
451	Bard - Data Control Evaluation Template - Wicking Test Post Heat	4/26/2018	PUREWICK_0032257	PUREWICK_0032257		FRE 401-402, 403, 801-802, 901, 602
452	BD Urology & Critical Care Memo from L. Sweeney to PureWick Latex Free Project File(6294) re Compression Bandage Comparison	4/5/2018	PUREWICK_0032465	PUREWICK_0032465		FRE 401-402, 403, 801-802, 901, 602
453	Wick Assembly Instructions	N/A	PUREWICK_0032527	PUREWICK_0032528		FRE 401-402, 403, 801-802, 901, 602
454	PureWick schematic of Final Assembly	7/23/2020	PUREWICK_0032593	PUREWICK_0032594		FRE 401-402, 403, 801-802, 901, 602
455	Bard Pad-nonwoven Raw Material Specification	N/A	PUREWICK_0032595	PUREWICK_0032597		FRE 401-402, 403, 801-802, 901, 602
456	Purewick Compression Bandage Preparation Manufacturing Procedure	N/A	PUREWICK_0032600	PUREWICK_0032603		FRE 401-402, 403, 801-802, 901, 602
457	PureWick Tube, Cut	8/24/2017	PUREWICK_0032608	PUREWICK_0032610		FRE 401-402, 403, 801-802, 901, 602
458	Wick Assembly, PureWick Manufacturing Procedure	N/A	PUREWICK_0032637	PUREWICK_0032647		Duplicative; FRE 401-402, 403, 801-802, 901, 602
459	Compression Bandage, PureWick Raw Material Specification	N/A	PUREWICK_0032665	PUREWICK_0032667		FRE 401-402, 403, 801-802, 901, 602

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460	Washed Compression Bandage, PureWick Subassembly Specification	N/A	PUREWICK_0032676	PUREWICK_0032678		FRE 401-402, 403, 801-802, 901, 602
461	Compression Bandage, PureWick Raw Material Specification	N/A	PUREWICK_0032754	PUREWICK_0032756		FRE 401-402, 403, 801-802, 901, 602
462	Bard BMD Clinical Evaluation Report	9/19/2018	PUREWICK_0033027	PUREWICK_0033346		Duplicative; FRE 401-402, 403, 801-802, 901, 602
463	PureWick Functionality presentation	N/A	PUREWICK_0038876	PUREWICK_0038876		FRE 401-402, 403, 801-802, 901, 602
464	Compression Sleeve Washing and QC Instructions	N/A	PUREWICK_0045530	PUREWICK_0045531		FRE 401-402, 403, 801-802, 901, 602
465	Email from J. Subieta to M. Drobnik, et al. re Bandage supply issue/update/actions	9/19/2017	PUREWICK_0046424	PUREWICK_0046427		FRE 401-402, 403, 801-802, 901, 602
466	Due Diligence Report - Research & Development Project Candle (DRAFT)	N/A	PUREWICK_0062956	PUREWICK_0062972		FRE 401-402, 403, 801-802, 901
467	Patent Assignment Abstract of Patent 6287506 from USPTO website	N/A	PUREWICK_0063087	PUREWICK_0063130		FRE 401-402, 403, 801-802, 901, 602
468	Britannica Online Encyclopedia "Carding"	N/A	PUREWICK_EXP_0000158	PUREWICK_EXP_0000159		FRE 401-402, 403, 801-802, 901, 602, 702-703
469	Definition of "Wicking" from the TextileGlossary.com website	N/A	PUREWICK_EXP_0000160	PUREWICK_EXP_0000163		FRE 401-402, 403, 801-802, 901, 602, 702-703
470	Kissa E., <i>Wetting and Wicking, Textile Res. J.</i> , 66(10), 660-668 (1996).	N/A	PUREWICK_EXP_0000164	PUREWICK_EXP_0000173		FRE 401-402, 403, 801-802, 901, 602, 702-703
471	Avallone E, Baumeister III T, and Sadegh A., <i>Marks' Standard Handbook for Mechanical Engineers</i> , McGraw Hill (2007).	N/A	PUREWICK_EXP_0000174	PUREWICK_EXP_0000178		FRE 401-402, 403, 801-802, 901, 602, 702-703
472	Chatterjee, A and Singh, P., <i>Studies on Wicking Behaviour of Polyester</i> , Hindavi Publishing Corporation Journal of Textiles (2014).	2/24/2014	PUREWICK_EXP_0000179	PUREWICK_EXP_0000192		FRE 401-402, 403, 801-802, 901, 602, 702-703
473	Priyalatha, S. and Raja, D., A Multi Directional Wicking Instrument to Measure Wicking Characteristics of Fabrics Under Dynamic Movements, <i>J. Inst. Eng. India Ser. E.</i> , 99(2): 209-218 (2018).	N/A	PUREWICK_EXP_0000193	PUREWICK_EXP_0000206		FRE 401-402, 403, 801-802, 901, 602, 702-703
474	Traubel, H., <i>Hydrophilic Polymers</i> , New Materials Permeable to Water Vapor, Springer-Verlag Berlin Heidelberg (1999).	N/A	PUREWICK_EXP_0000429	PUREWICK_EXP_0000448		FRE 401-402, 403, 801-802, 901, 602, 702-703
475	Compression Bandage Test Form	N/A	PUREWICK_EXP_0000467	PUREWICK_EXP_0000467		FRE 401-402, 403, 801-802, 901, 602, 702-703
476	Female External Urine Management System Protocol	N/A	SAGE00000002	SAGE00000005		FRE 401-402, 403, 801-802, 901, 602
477	Stryker PrimaFit External Urine Mangement System for Females video	N/A	SAGE00000007	SAGE00000007		FRE 401-402, 403, 901
478	Stryker PrimaFit External Urine Mangement System for Females video	N/A	SAGE00000009	SAGE00000009		FRE 401-402, 403, 901
479	Stryker - What's New? - MYM Marketing materials	N/A	SAGE00000010	SAGE00000079		Duplicative; FRE 401-402, 403, 801-802, 901
480	Addressing the risk of the CAUTI without the catheter presentation	N/A	SAGE00000080	SAGE00000080		FRE 401-402, 403, 801-802, 901
481	Stryker - Incontinence-associated dermatitis (IAD) infromational brochure	N/A	SAGE00000089	SAGE00000090		FRE 401-402, 403, 901

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482	Stryker - Sage PrimaFit External Urine Management System for Females information brochure	N/A	SAGE00000093	SAGE00000093		FRE 401-402, 403, 901
483	Stryker - Stop Catheters Where They Start information brochure	N/A	SAGE00000105	SAGE00000105		FRE 401-402, 403, 901
484	Stryker - Helping reduce your risk of IAD and CAUTI - Sage PrimaFit External Urine Management System for Female information guide	N/A	SAGE00000106	SAGE00000106		FRE 401-402, 403, 901
485	Stryker - Sage PrimaFit External Urine Management System for Females information guide	N/A	SAGE00000108	SAGE00000108		FRE 401-402, 403, 901
486	Stryker - Sage PrimaFit External Urine Management System for Females Address the #1 CAUTI risk factor, the indwelling catheter information guide	N/A	SAGE00000109	SAGE00000109		FRE 401-402, 403, 901
487	Sage PrimaFit female cathter demo video	N/A	SAGE00000115	SAGE00000115		FRE 401-402, 403, 801-802, 901
488	Stryker PrimaFit schematic	7/31/2017	SAGE00000128	SAGE00000130		FRE 401-402, 403, 801-802, 901
489	Sage PrimaFit schematic	3/15/2019	SAGE00000135	SAGE00000138		FRE 401-402, 403, 801-802, 901
490	Sage PrimaFit schematic	5/2/2018	SAGE00000143	SAGE00000145		FRE 401-402, 403, 801-802, 901
491	Sage PrimaFit schematic	3/6/2018	SAGE00000146	SAGE00000148		FRE 401-402, 403, 801-802, 901
492	Stryker - Tube Port Subassembly w/Flexlink schematic	6/5/2019	SAGE00000206	SAGE00000207		FRE 401-402, 403, 801-802, 901
493	Sage Material Specification, Component, Tape, Double-sided, Square, 1/2 inch x 1/2 inch	12/26/2018	SAGE00000218	SAGE00000218		FRE 401-402, 403
494	Sage Assembly - Flexible Link Open schematic	10/24/2018	SAGE00000222	SAGE00000222		FRE 401-402, 403, 801-802, 901
495	Stryker - Flexible Link, Single schematic	7/8/2019	SAGE00000225	SAGE00000225		FRE 401-402, 403, 801-802, 901
496	Sage Material Specification for Flexible Link Assembly, 11, Cedarberg, 5400	5/8/2018	SAGE00000227	SAGE00000227		FRE 401-402, 403
497	Sage Fabric Batting, Converted for 5400	9/5/2017	SAGE00000236	SAGE00000236		FRE 401-402, 403, 801-802, 901
498	Sage Material Specification for Roll Stock for 5400	10/12/2017	SAGE00000237	SAGE00000237		FRE 401-402, 403
499	Sage Absorbent Sleeve, Assembly schematic	5/17/2019	SAGE00000238	SAGE00000238		FRE 401-402, 403, 801-802, 901
500	Sage Absorbent Fabric, Converted schematic	10/10/2017	SAGE00000240	SAGE00000240		FRE 401-402, 403, 801-802, 901
501	Sage Foam Absorbent Sleeve, Back schematic	4/15/2019	SAGE00000242	SAGE00000242		FRE 401-402, 403, 801-802, 901
502	Sage Fluid Reservoir, Cap for 5400 schematic	11/13/2018	SAGE00000244	SAGE00000244		FRE 401-402, 403, 801-802, 901
503	Sage Foam, Adhesive Strip, Bottom schematic	7/12/2019	SAGE00000247	SAGE00000247		FRE 401-402, 403, 801-802, 901
504	Sage Assembly, Bowtie Anchor schematic	9/28/2017	SAGE00000250	SAGE00000250		FRE 401-402, 403, 801-802, 901

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
505	Sage Products - SDCU Work Instructions for PrimaFit (Female Urine Mgmt.	5/6/2019	SAGE00000352	SAGE00000354		FRE 401-402, 403
506	Sage Products - SDCU Work Instructions for PrimaFit (Female Urine Mgmt.	6/14/2018	SAGE00000375	SAGE00000382		Duplicative
507	Sage Products - SDCU Standard Operating Procedure - PrimaFit (UM1) operating procedure	5/6/2019	SAGE00000454	SAGE00000467		Duplicative
508	Sage PrimoFit External Urine Management for the Male Anatomy Competency Skill Checklist	N/A	SAGE00021399	SAGE00021399		FRE 401-402, 403
509	Questions and Answer about the PrimoFit	N/A	SAGE00021402	SAGE00021403		FRE 401-402, 403, 801-802, 901
510	Stryker - Why do I need to wear this device? PrimoFit information brochure	N/A	SAGE00021406	SAGE00021407		FRE 401-402, 403
511	Stryker - Sage PrimoFit External Urine Management for the Male Anatomy product information brochure	N/A	SAGE00021408	SAGE00021408		FRE 401-402, 403
512	Stryker - Incontinence-associated dermatitis (IAD) informational brochure	N/A	SAGE00021410	SAGE00021411		Duplicative
513	PrimoFit External Male Urine management System product information	N/A	SAGE00021423	SAGE00021427		FRE 401-402, 403, 801-802, 901
514	PrimoFit External Male Urine management System product information (with comments)	N/A	SAGE00021428	SAGE00021432		Duplicative; FRE 401-402, 403, 801-802, 901
515	Sage - Bag for Segue schematic	8/31/2017	SAGE00021455	SAGE00021458		FRE 401-402, 403, 801-802, 901
516	Stryker - Patient Interface Adhesive Assembly for 5404 schematic	8/8/2018	SAGE00021469	SAGE00021470		FRE 401-402, 403, 801-802, 901
517	Stryker - Stub Tube for 5404 schematic	9/27/2018	SAGE00021473	SAGE00021473		FRE 401-402, 403, 801-802, 901
518	Stryker - Extension Tube for 5404 schematic	9/27/2018	SAGE00021474	SAGE00021474		FRE 401-402, 403, 801-802, 901
519	Sage Material Specification for Stub Tube Adhesive for 5404	11/22/2019	SAGE00021475	SAGE00021475		FRE 401-402, 403, 801-802, 901
520	Stryker - Adapter Port for 5404 schematic	10/22/2018	SAGE00021476	SAGE00021476		FRE 401-402, 403, 801-802, 901
521	Stryker - Batting Layer for 5404 schematic	4/9/2019	SAGE00021477	SAGE00021477		FRE 401-402, 403, 801-802, 901
522	Stryker - Top Film Layer for 5404 schematic	4/9/2019	SAGE00021480	SAGE00021481		FRE 401-402, 403, 801-802, 901
523	Stryker - Adhesive Bow-Tie Assembly for 5404 schematic	9/19/2017	SAGE00021482	SAGE00021482		FRE 401-402, 403, 801-802, 901
524	Stryker - Sage Female External Urine Collection Device - Sales and Marketing Primer Binder presentation	2/00/2018	SAGE00023112	SAGE00023112		Duplicative; FRE 401-402, 403, 801-802, 602, 901
525	Stryker - Regulatory Profile Summary: Medical Device Project Segue	10/4/2017	SAGE00023171	SAGE00023181		FRE 401-402, 403, 801-802, 602, 901
526	PrimaFit Claims (US)	5/10/2016	SAGE00023335	SAGE00023419		FRE 401-402, 403, 801-802, 602, 901
527	Photograph of prototype	N/A	SAGE00023550	SAGE00023550		FRE 401-402, 403, 901
528	Photograph of prototype	N/A	SAGE00023551	SAGE00023551		FRE 401-402, 403, 901

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
529	Photograph of prototype	N/A	SAGE00023657	SAGE00023657		FRE 401-402, 403, 901
530	Centegra Health Systems - External Female catheter Trial	N/A	SAGE00023799	SAGE00023799		FRE 401-402, 403, 801-802, 602, 901
531	Patient Care Services Policy Manual re Female Catheter implemenation and policy	10/26/2016	SAGE00023828	SAGE00023831		FRE 401-402, 403, 801-802, 901
532	Sage - Project Segue: Key Features and Benefits presentation	N/A	SAGE00023848	SAGE00023848		FRE 401-402, 403, 801-802, 901
533	Stryker - Regulatory Profile Summary: Medical Device Project Segue (with comments)	10/4/2017	SAGE00024050	SAGE00024060		Duplicative, FRE 401-402, 403, 801-802, 901
534	Project Segue Design Review for Field Evaluations by B. Blabas	7/18/2017	SAGE00024526	SAGE00024527		FRE 401-402, 403, 801-802, 901
535	Sage Female External Continence Device Key Features and Benefits presentation	N/A	SAGE00024796	SAGE00024796		Duplicative, FRE 401-402, 403, 801-802, 901
536	Email from J. Prestipino to B. Blabas re Sage Fabric	8/18/2017	SAGE00024806	SAGE00024807		FRE 401-402, 403, 801-802, 901, 602
537	Segue Fabric Wicking Rate Data	N/A	SAGE00024819	SAGE00024819		FRE 401-402, 403, 801-802, 901, 602
538	Stryker - New Product Preview Segue	N/A	SAGE00024862	SAGE00024862		FRE 401-402, 403, 801-802, 901, 602, 106
539	Stryker - New Product Preview Segue	N/A	SAGE00024873	SAGE00024873		Duplicative, FRE 401-402, 403, 801-802, 901, 602, 106
540	Excel of Sage Products - Component (Fabric or Fiber) Specification Worksheet	9/15/2017	SAGE00024949	SAGE00024949		FRE 401-402, 403, 801-802, 901, 602
541	Product Segue Fabric Summary Statement - Brett Blabas, NPD Concept I Engineer	10/6/2017	SAGE00024973	SAGE00024973		FRE 401-402, 403, 801-802, 901
542	Sage Products - Work Instructions for 5400	N/A	SAGE00025037	SAGE00025043		FRE 401-402, 403, 801-802, 901
543	PrimaFit (Segue) Claims Supportive Evidence (with comments)	11/17/2017	SAGE00025067	SAGE00025070		FRE 401-402, 403, 801-802, 901, 106
544	Segue Fabric Biocompatibility - B. Blabas	6/7/2017	SAGE00025094	SAGE00025095		FRE 401-402, 403, 801-802, 901
545	Product Overview presentation	N/A	SAGE00025129	SAGE00025129		FRE 401-402, 403, 801-802, 901, 602
546	Sage - PrimaFit External Urine Management System for Females	N/A	SAGE00025613	SAGE00025613		FRE 401-402, 403, 801-802, 901, 602
547	Sage - K. Buckstaff (Senior Marketing Associate) presentation re Sage Urine Management System presentation	N/A	SAGE00025670	SAGE00025670		FRE 401-402, 403, 801-802, 901
548	Sage - New Product - The Sage Female External Urine Collection Device presentation	N/A	SAGE00025704	SAGE00025704		FRE 401-402, 403, 801-802, 901
549	Segue and PureWick Testing	1/19/2017	SAGE00026462	SAGE00026462		FRE 401-402, 403, 801-802, 901, 602

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
550	Initial Project - Segue Testing Results by B. Blabas	1/23/2017	SAGE00026463	SAGE00026463		FRE 401-402, 403, 801-802, 901
551	Project Segue: Market Definition	3/27/2017	SAGE00026464	SAGE00026465		FRE 401-402, 403, 801-802, 901
552	Lab Testing Results for fabric	N/A	SAGE00026589	SAGE00026590		FRE 401-402, 403, 801-802, 901
553	Sage - Segue presentation	N/A	SAGE00027234	SAGE00027234		FRE 401-402, 403, 801-802, 901
554	Product Overview presentation	N/A	SAGE00027254	SAGE00027254		Duplicative, FRE 401-402, 403, 801-802, 901, 602
555	Sage Female ECD Highlights from field evaluations	8/30/2017	SAGE00027531	SAGE00027532		FRE 401-402, 403, 801-802, 901, 602
556	Sage PrimaFit presentation	N/A	SAGE00027609	SAGE00027609		FRE 401-402, 403, 801-802, 901
557	NPD Limited Launch Design Approval Form	6/14/2019	SAGE00028085	SAGE00028088		FRE 401-402, 403, 801-802, 901
558	Sage - New Product Development Protocol - PrimaFit In-House Volunteer Assessment	7/25/2019	SAGE00028097	SAGE00028100		FRE 401-402, 403, 801-802, 901
559	Excel of product issuses and possible solutions	N/A	SAGE00028145	SAGE00028145		FRE 401-402, 403, 801-802, 901
560	Sage - New Product Development Protocol - PrimaFit In-House Volunteer Assessment	7/31/2019	SAGE00028153	SAGE00028162		FRE 401-402, 403, 801-802, 901
561	Sage PrimoFit Launch Workshop presentation	N/A	SAGE00028962	SAGE00028962		FRE 401-402, 403, 801-802, 901
562	Stryker - CAUTI 101 presentation (DRAFT)	12/12/2017	SAGE00028973	SAGE00028973		FRE 401-402, 403, 801-802, 901, 602
563	Stryker - Project Status Review Segue Upgrade	N/A	SAGE00028993	SAGE00028993		FRE 401-402, 403, 801-802, 901
564	Stryker - PrimaFit 1.5 Redesign Project Status Update presentation	N/A	SAGE00029011	SAGE00029011		FRE 401-402, 403, 801-802, 901
565	Stryker - Sage Portfolio Update presentation	4/19/2019	SAGE00029013	SAGE00029048		FRE 401-402, 403, 801-802, 901
566	PrimaFit External Urine Management for the Female Anatomy package label	N/A	SAGE00030399	SAGE00030400		FRE 401-402, 403, 801-802, 901
567	Photograph of [REDACTED] front	N/A	SAGE00030401	SAGE00030401		Duplicative, FRE 401-402
568	Photograph of [REDACTED] back	N/A	SAGE00030402	SAGE00030402		Duplicative, FRE 401-402
569	Isthmus - [REDACTED] Functional Specification	8/3/2020	SAGE00030411	SAGE00030463		FRE 401-402, 403, 801-802, 901, 602
570	PrimoFit External Male urione Management System document (with comments)	N/A	SAGE00030898	SAGE000309002		FRE 401-402, 403, 801-802, 901, 106
571	Project Primo Update	2/6/2019	SAGE00031176	SAGE00031177		FRE 401-402, 403, 801-802, 901, 106

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
572	Stryker - NPD Limited Launch Design Approval Form (Project Primo)	2/15/2019	SAGE00031200	SAGE00031217		FRE 401-402, 403, 801-802, 901
573	Stryker - NPD Limited Launch Design Approval Form (Project Primo Rev. 002)	N/A	SAGE00031282	SAGE00031288		FRE 401-402, 403, 801-802, 901
574	Stryker - PrimoFit External Urine Management System for Males presentation	4/19/2019	SAGE00031452	SAGE00031461		FRE 401-402, 403, 801-802, 901
575	Stryker - NPD Limited Launch Design Approval Form for Primo (Rev. 002)	4/25/2019	SAGE00031527	SAGE00031532		FRE 401-402, 403, 801-802, 901
576	Stryker - NPD Limited Launch Design Approval Form for PrimoFit (Rev. 003)	N/A	SAGE00031622	SAGE00031628		FRE 401-402, 403, 801-802, 901
577	Stryker - Biocompatibility Summary - PrimoFit	6/18/2019	SAGE00031643	SAGE00031644		FRE 401-402, 403, 801-802, 901
578	700-112 - PrimoFit External Urine Management System for Males presentation	6/21/2019	SAGE00031649	SAGE00031649		FRE 401-402, 403, 801-802, 901, 602
579	Stryker - Sage PrimoFit External Urine Management for Males label	N/A	SAGE00031757	SAGE00031758		FRE 401-402, 403, 801-802, 901
580	Biocompatibility Summary - PrimoFit	8/26/2019	SAGE00031814	SAGE00031815		Duplicative, FRE 401-402, 403, 801-802, 901
581	Polo Custom Products - Sage F/G 5405 PrimoFit Raw Material List	N/A	SAGE00031897	SAGE00031897		FRE 401-402, 403, 801-802, 901, 602
582	Sage Products - New Product Development Protocol for PrimoFit: Uroflowmetry Suction Verification Test Protocol - Report	8/14/2019	SAGE00031904	SAGE00031907		FRE 401-402, 403, 801-802, 901
583	Stryker - PrimoFit Transfer Meeting Marketing Sales	10/25/2019	SAGE00031953	SAGE00031953		FRE 401-402, 403, 801-802, 901
584	Stryker - PrimoFit Bag artwork sheet schematic	9/24/2019	SAGE00032081	SAGE00032082		FRE 401-402, 403, 801-802, 901
585	Stryker - Sage PrimoFit label and artwork sheet schematic	N/A	SAGE00032283	SAGE00032286		FRE 401-402, 403, 801-802, 901
586	Saegel Products - PrimoFit Perimeter Seal Fiber Leak Test	N/A	SAGE00032319	SAGE00032323		FRE 401-402, 403, 801-802, 901
587	Saegel Products - PrimoFit Perimeter Seal Fiber Leak Test	2/10/2020	SAGE00032338	SAGE00032340		FRE 401-402, 403, 801-802, 901
588	NPD to PE Knowledge Transfer Summary Report for Primo Fit	N/A	SAGE00032370	SAGE00032379		FRE 401-402, 403, 801-802, 901
589	Sage Products - Regulatory Plan (Rev. 003) for Sage PrimoFit External Urine Management for the Male Anatomy	11/5/2019	SAGE00032743	SAGE00032759		FRE 401-402, 403, 801-802, 901
590	Internal Memo (DRAFT) re PrimoFit Best Practices	N/A	SAGE00032860	SAGE00032861		FRE 401-402, 403, 801-802, 901, 602
591	Stryker - Sage PrimoFit June 2020 Area Calls	6/2/2020	SAGE00032889	SAGE00032889		FRE 401-402, 403, 801-802, 901, 602
592	Stryker - Sage PrimoFit External Urine Management for the Male Anatomy product information guide	N/A	SAGE00033485	SAGE00033485		FRE 401-402, 403, 801-802, 901

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
593	Stryker - Sage PrimoFit External Urine Management for the Male Anatomy product information brochure	N/A	SAGE00033494	SAGE00033494		FRE 401-402, 403, 801-802, 901
594	Stryker - Sage PrimoFit External Urine Management for the Male Anatomy product information brochure	N/A	SAGE00033496	SAGE00033496		Duplicative, FRE 401-402, 403, 801-802, 901
595	Female External Urine Collection Device (localized adhesive)-Limited launch Process-NonFilling Justification Summary	6/29/2019	SAGE00033914	SAGE00033915		FRE 401-402, 403, 801-802, 901
596	NPD to PE Knowledge Transfer Summary Report for PrimaFit	N/A	SAGE00034149	SAGE00034160		FRE 401-402, 403, 801-802, 901
597	NPD to PE Knowledge Transfer Summary Report for PrimaFit	N/A	SAGE00034173	SAGE00034183		Duplicative, FRE 401-402, 403, 801-802, 901
598	Sage Products - BioCompatability Evaluation of PrimoFit External Urine Management System for male Anatomy (DRAFT)	N/A	SAGE00034769	SAGE00034773		Duplicative, FRE 401-402, 403, 801-802, 901
599	Sage Products - PrimaFit NPD process Timeline	N/A	SAGE00035988	SAGE00035988		FRE 401-402, 403, 801-802, 901
600	Email from K. Sexton to D. Ulreich re [REDACTED] Enhancement with Attachment re Evals for [REDACTED] Enhancements	1/2/2020	SAGE00036975	SAGE00036976		FRE 401-402, 403, 801-802, 901, 602
601	Inova Product Evaluation form of Sage PrimaFit	12/19/2019	SAGE00036977	SAGE00036991		FRE 401-402, 403, 801-802, 901
602	Project [REDACTED] notes	2/26/2019	SAGE00037268	SAGE00037568		FRE 401-402, 403, 801-802, 901
603	Sage PrimoFit Limited Launch Process Non-Filing Justification Summary	11/20/2020	SAGE00037516	SAGE00037518		FRE 401-402, 403, 801-802, 901
604	Kindred Healthcare - PrimaFit Female Urinary Incontinence Management	12/20/2016	SAGE00038211	SAGE00038211		FRE 401-402, 403, 801-802, 602, 901
605	Sage Product PrimaFit External Urine Management System for Females information brochure	N/A	SAGE00038710	SAGE00038710		Duplicative
606	Email from E. Ryba to K. Buckstaff re Beyond the bundle - CAUTI Prevention	8/14/2018	SAGE00038829	SAGE00038832		FRE 401-402, 403, 801-802, 602, 901
607	Stryker - Sage PrimaFit External Urine Management System for Females	N/A	SAGE00039812	SAGE00039816		FRE 401-402, 403, 801-802, 602, 901
608	Homestead Hospital policy document re Female External Urine Management System	06/00/2018	SAGE00040233	SAGE00040235		FRE 401-402, 403, 801-802, 602, 901
609	Photograph of catheter (back)	N/A	SAGE00040838	SAGE00040838		FRE 401-402, 403
610	Photograph of catheter (front)		SAGE00040839	SAGE00040839		FRE 401-402, 403
611	Photograph of Fusion Quiet Power Pump	N/A	NEWTON 0005498	NEWTON 0005498		FRE 401-402, 403, 901
612	Tri Medical Center - Patient Care Services Policy Manual for PureWick Female Urinary Incontinence Management Implementation and Policy.	N/A	PUREWICK 0014456	PUREWICK 0014458		FRE 401-402, 403, 801-802, 602, 901
613	NHC Pulaski fax to M. Jackson from P. Clayton re Copy of PureWick questionnaire	1/29/2016	PUREWICK 0015924	PUREWICK 0015927		FRE 401-402, 403, 801-802, 602, 901
614	Tri-City Medical Center - Innovation in Reducing CAUTIs informational chart	N/A	PUREWICK 0016010	PUREWICK 0016010		Duplicative, FRE 401-402, 403, 801-802, 602, 901

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
615	PureWick, Inc. questionnaire	N/A	PUREWICK 0016253	PUREWICK 0016262		FRE 401-402, 403, 801-802, 602, 901
616	Excel file of Wick testing	N/A	PUREWICK 0017520	PUREWICK 0017520		FRE 401-402, 403, 801-802, 602, 901
617	PureWick Incontinence Relief for Women presentation	N/A	PUREWICK 0017984	PUREWICK 0017990		FRE 401-402, 403, 801-802, 602, 901
618	Photograph of PureWick product with patent number printed (US8587508)	N/A	PUREWICK 0017997	PUREWICK 0017997		FRE 401-402, 403, 901
619	10 Finalists Chosen for Dare-to Dream Medtech Design Challenge (PureWick) post on Design Services	11/10/2014	PUREWICK 0018134	PUREWICK 0018136		FRE 401-402, 403, 801-802, 602, 901
620	Photograph of tubing and catheter	N/A	PUREWICK 0019754	PUREWICK 0019754		FRE 401-402, 403, 901
621	PureWick Inc. - Urinary Incontinence Manament for Women Simple, Safe, Successful Executive Summary	N/A	PUREWICK 0020909	PUREWICK 0020912		FRE 401-402, 403, 801-802, 602, 901
622	Multiple emails regarding hospital quotes	N/A	PUREWICK 0021757	PUREWICK 0021889		FRE 401-402, 403, 801-802, 602, 901, 106
623	BD Bard - External Catheter for Woemn Helps Reduce Catheter - Associated Urinary Tract Infection Risk Factors! Presentation	N/A	PUREWICK 0026558	PUREWICK 0026587		FRE 401-402, 403, 801-802, 602, 901
624	PureWick 625 Wick, SH - Item Number 100008 Biocompatibility Review	10/10/2016	PUREWICK 0027352	PUREWICK 0027406		Duplicative, FRE 401-402, 403, 801-802, 602, 901
625	Photograph of prototype	N/A	PUREWICK 0030265	PUREWICK 0030265		FRE 401-402, 403, 901
626	Photograph of extruded wick prototype	N/A	PUREWICK 0030275	PUREWICK 0030275		FRE 401-402, 403, 901
627	Stryker - Case Studies - Sage PrimaFit - External Urine Management System for Females	N/A	SAGE00000008	SAGE00000008		FRE 401-402, 403, 801-802, 602, 901
628	Sage PrimoFit artwork sheet	9/24/2019	SAGE00021459	SAGE00021462		Duplicative, FRE 401-402, 403, 801-802, 901
629	Excel file of hospital staff feedback of product	N/A	SAGE00023854	SAGE00023854		FRE 401-402, 403, 801-802, 602, 901
630	Executive Summary: Sage Female External Continence Device	N/A	SAGE00024810	SAGE00024811		FRE 401-402, 403, 801-802, 602, 901
631	Sage Products - PrimaFit External Urine Management System for Females	N/A	SAGE00026512	SAGE00025612		FRE 401-402, 403, 801-802, 602, 901
632	PureWick product benefits	7/8/2016	SAGE00025925	SAGE00025927		FRE 401-402, 403, 801-802, 602, 901
633	Project Candle update	9/13/2016	SAGE00028354	SAGE00028360		FRE 401-402, 403, 801-802, 602, 901
634	Project Candle VOC Summary	N/A	PUREWICK_0014255	PUREWICK_0014258		FRE 401-402, 403, 801-802, 602, 901
635	Bard Medical Division Memo to PureWick VOC Folder from J. Gohde re VOC on the PureWick product	4/25/2016	PUREWICK_0014279	PUREWICK_0014250		FRE 401-402, 403, 801-802, 602, 901
636	BD Challenges with Urine Output Management	N/A	PUREWICK_0014418	PUREWICK_0014418		FRE 401-402, 403, 801-802, 901
637	PureWick schematic of shell	2/20/2018	PUREWICK_0014541	PUREWICK_0014542		FRE 401-402, 403, 801-802, 901

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Schedule D1 - PureWick's Trial Exhibit List

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
638	Memorial Sloan Kettering Cancer Center - An Alternative to the Indwelling Foley Catheter in Incontinence Female Patients brochure	N/A	PUREWICK_0014567	PUREWICK_0014567		FRE 401-402, 403, 801-802, 602, 901, 702-703
639	UC Davis Medical Center - The CAUTI's Stop Here: A Quality Improvement Project in an Emergency Department brochure	N/A	PUREWICK_0014572	PUREWICK_0014572		FRE 401-402, 403, 801-802, 602, 901, 702-703
640	PureWick Agreement and Plan of Merger by and among C.R. bard, Inc., Candle Acquisition Corp., PureWick Corporation, and Camille Newton	6/21/2017	PUREWICK_0015362	PUREWICK_0015893		FRE 401-402, 403, 801-802, 901
641	Ltr Dr. Newton from Hilltop Country Estate re testing of PureWick urine equipment	6/12/2015	PUREWICK_0015968	PUREWICK_0015968		FRE 401-402, 403, 801-802, 901
642	Photograph of Camille Newton	N/A	PUREWICK_0016012	PUREWICK_0016012		Duplicative (live witness), FRE 401-402, 403, 901
643	Excel of user results in 2013 and 2014	N/A	PUREWICK_0016035	PUREWICK_0016035		Duplicative, FRE 401-402, 403, 801-802, 901
644	The Simon Foundation for Continence abstract submission form - Innovating for Continence: The engineering Challenge 2017	N/A	PUREWICK_0016147	PUREWICK_0016148		FRE 401-402, 403, 801-802, 901
645	Measuring Safety, Effectiveness and Ease of Use of PureWick in the Management of Urinary Incontinence in Bedbound Women: case studies	1/8/2016	PUREWICK_0016149	PUREWICK_0016158		Duplicative, FRE 401-402, 403, 801-802, 901
646	Purewick Selected as a Winner of CONNECT'S 28th Annual Most Innovative New Product Awards article	12/2/2015	PUREWICK_0017511	PUREWICK_0017512		FRE 401-402, 403, 801-802, 901
647	PureWick External Catheter for Women Instructions for Use	N/A	PUREWICK_0017586	PUREWICK_0017587		Duplicative, FRE 401-402, 403, 801-802, 901
648	Email from M. Jackson to B. Szabad and L. Hennessey re Tri-City product order	2/24/2016	PUREWICK_0017646	PUREWICK_0017647		FRE 401-402, 403, 801-802, 602, 901
649	Sales: Monthly Wick Sales table	N/A	PUREWICK_0017657	PUREWICK_0017657		Duplicative, FRE 401-402, 403, 801-802, 901
650	Sales: Total Quarterly Sales table	N/A	PUREWICK_0017664	PUREWICK_0017664		Duplicative, FRE 401-402, 403, 801-802, 901
651	Email from J. Pasquariello to M. Jackson, et al. re Is there any chance I can get more	5/25/2016	PUREWICK_0017688	PUREWICK_0017691		FRE 401-402, 403, 801-802, 602, 901
652	Email from S. Floyd to C. Newton re PureWick	4/12/2016	PUREWICK_0017712	PUREWICK_0017712		FRE 401-402, 403, 801-802, 602, 901
653	Email from C. Newton to J. Batts re PureWick Steps to successful implementation and commonly asked questions	5/15/2016	PUREWICK_0017714	PUREWICK_0017715		FRE 401-402, 403, 801-802, 602, 901
654	Ltr to C. Newton from L. Baer re Purewick product	5/25/2016	PUREWICK_0017716	PUREWICK_0017716		FRE 401-402, 403, 801-802, 602, 901
655	Email from A. Maflin to J. Hennessey re PureWick instructions and Eval	5/5/2016	PUREWICK_0017718	PUREWICK_0017720		FRE 401-402, 403, 801-802, 602, 901
656	Photograph of catheter	N/A	PUREWICK_0017891	PUREWICK_0017891		FRE 401-402, 403, 901
657	2014 MDDI Dare to DreamMed Tech Challenge Certificate award to Camille Newton	N/A	PUREWICK_0017958	PUREWICK_0017958		FRE 401-402, 403, 801-802, 901
658	Photograph of 28th Annual Most Innovative New Product Awards to PureWick	N/A	PUREWICK_0017975	PUREWICK_0017975		Duplicative, FRE 401-402, 403, 901

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Schedule D1 - PureWick's Trial Exhibit List

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
659	Photograph of 28th Annual Most Innovative New Product Awards to PureWick	N/A	PUREWICK_0018868	PUREWICK_0018868		Duplicative, FRE 401-402, 403, 901
660	Email from M. Stankovic to J. Bobay re PureWick follow up information	10/12/2016	PUREWICK_0019574	PUREWICK_0015575		FRE 401-402, 403, 801-802, 901
661	Email from M. Stankovic to J. Bobay, et al. re YTD/MTD sales by account with attachment PureWick August Wick sales	9/20/2016	PUREWICK_0019587	PUREWICK_0019589		FRE 401-402, 403, 801-802, 901
662	Email from SM. Stankovic to J. Bobay, et al. re YTD/MTD sales by account with attachment re hospital sales	9/20/2016	PUREWICK_0019590	PUREWICK_0019592		FRE 401-402, 403, 801-802, 901
663	Email from M. Stankovic to J. Bobay re Purewick - Patents with attachments re applications	9/21/2016	PUREWICK_0019597	PUREWICK_0019646		FRE 401-402, 403, 801-802, 901
664	Sage Products Mutual Confidentiality Agreement between Sage Products, LLC and PureWick Inc.	7/5/2016	PUREWICK_0019670	PUREWICK_0019672		Duplicative, FRE 401-402, 403, 801-802, 901, MIL-#2
665	Photograph of prototype	N/A	PUREWICK_0019753	PUREWICK_0019753		FRE 401-402, 403, 901
666	Photograph of prototype	N/A	PUREWICK_0019756	PUREWICK_0019756		FRE 401-402, 403, 901
667	Photograph of prototypes	N/A	PUREWICK_0019757	PUREWICK_0019757		FRE 401-402, 403, 901
668	Photograph of prototypes	N/A	PUREWICK_0019764	PUREWICK_0019764		FRE 401-402, 403, 901
669	Photograph of prototype	N/A	PUREWICK_0019773	PUREWICK_0019773		FRE 401-402, 403, 901
670	Photograph of prototypes	N/A	PUREWICK_0019774	PUREWICK_0019774		FRE 401-402, 403, 901
671	Photograph of PureWick device	N/A	PUREWICK_0019775	PUREWICK_0019775		FRE 401-402, 403, 901
672	Photograph of prototypes	N/A	PUREWICK_0019781	PUREWICK_0019781		FRE 401-402, 403, 901
673	Photograph of prototypes	N/A	PUREWICK_0019790	PUREWICK_0019790		FRE 401-402, 403, 901
674	Heaven International Healthcare - Technical Datasheet	N/A	PUREWICK_0019993	PUREWICK_0019993		FRE 401-402, 403, 801-802, 901
675	History of Product Design	N/A	PUREWICK_0020181	PUREWICK_0020186		FRE 401-402, 403, 801-802, 901, 602
676	PureWick Inc. Successful Incontinence Management for Women - Business Plan	3/20/2016	PUREWICK_0020788	PUREWICK_0020810		Duplicative, FRE 401-402, 403, 801-802, 901, 602
677	PureWick - Continue Incontinence Management After Hospitalization or Nursing Care ad		PUREWICK_0021998	PUREWICK_0021998		FRE 401-402, 403, 801-802, 901
678	PureWick Inc. Successful Incontinence Management for Women	N/A	PUREWICK_0022136	PUREWICK_0022137		Duplicative, FRE 401-402, 403, 801-802, 901
679	Video on how to use the PureWick	N/A	PUREWICK_0022301	PUREWICK_0022301		FRE 401-402, 403, 901
680	Invention Agreement between Robert Sanchez and Camille Newton regarding a liquid collection device	5/31/2010	PUREWICK_0023587	PUREWICK_0023589		FRE 401-402, 403, 801-802, 901
681	Photograph of Camille Newton with award at Athena, San Diego	N/A	PUREWICK_0024648	PUREWICK_0024648		Duplicative (live witness), FRE 401-402, 403, 901
682	Photograph of prototype	N/A	PUREWICK_0024660	PUREWICK_0024660		FRE 401-402, 403, 901
683	Photograph of prototype	N/A	PUREWICK_0024665	PUREWICK_0024665		FRE 401-402, 403, 901
684	Photograph of prototype	N/A	PUREWICK_0024667	PUREWICK_0024667		FRE 401-402, 403, 901

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685	Photograph of PureWick FEC	N/A	PUREWICK_0024782	PUREWICK_0024782		Duplicative, FRE 401-402, 403, 901
686	PureWick - External Female Catheter presentation	N/A	PUREWICK_0025092	PUREWICK_0025113		Duplicative, FRE 401-402, 403, 801-802, 901
687	Excel of Wick Design Results for A Side-Sleeping User	N/A	PUREWICK_0025943	PUREWICK_0025493		FRE 401-402, 403, 801-802, 901
688	Excel of user results in 2013 and 2014	N/A	PUREWICK_0025947	PUREWICK_0025947		Duplicative, FRE 401-402, 403, 801-802, 901
689	Scimals Non-Disclosure Agreement between SCIMLAS and PureWick	5/12/2014	PUREWICK_0026794	PUREWICK_0026797		FRE 401-402, 403, 801-802, 901
690	BD Acute Urology Monthly Meeting	N/A	PUREWICK_0042812	PUREWICK_0042812		FRE 401-402, 403, 801-802, 901
691	BD Monthly Deep Dive Presentation	N/A	PUREWICK_0064264	PUREWICK_0064264		Duplicative, FRE 401-402, 403, 801-802, 901
692	Excel file PrimaFit (5400) information	N/A	SAGE00028143	SAGE00028143		FRE 401-402, 403, 801-802, 901
693	Sage Product Line Market Shares with GHX Data presentation	4/18/2019	SAGE00029452	SAGE00029514		Duplicative, FRE 401-402, 403, 801-802, 901
694	Sage Product Line Market Shares with GHX Data presentation	5/15/2019	SAGE00029515	SAGE00029577		Duplicative, FRE 401-402, 403, 801-802, 901
695	Sage Product Line Market Shares with GHX Data presentation	6/18/2019	SAGE00029578	SAGE00029640		Duplicative, FRE 401-402, 403, 801-802, 901
696	Sage Product Line Market Shares with GHX Data presentation	7/15/2019	SAGE00029641	SAGE00029703		Duplicative, FRE 401-402, 403, 801-802, 901
697	Market Inclusion List: PrimaFit (2019 M1)	3/18/2019	SAGE00029705	SAGE00029705		Duplicative, FRE 401-402, 403, 801-802, 901
698	Market Inclusion List: PrimaFit (2019 M2)	4/18/2019	SAGE00029706	SAGE00029706		Duplicative, FRE 401-402, 403, 801-802, 901
699	Market Inclusion List: PrimaFit (2019 M3)	5/15/2019	SAGE00029708	SAGE00029708		Duplicative, FRE 401-402, 403, 801-802, 901
700	Market Inclusion List: PrimaFit (2019 M4)	6/18/2019	SAGE00029710	SAGE00029710		Duplicative, FRE 401-402, 403, 801-802, 901
701	Market Inclusion List: PrimaFit (2019 M6)	8/20/2019	SAGE00029713	SAGE00029713		Duplicative, FRE 401-402, 403, 801-802, 901
702	Sage Product Line Market Shares with GHX Data presentation	9/24/2019	SAGE00029715	SAGE00029777		Duplicative, FRE 401-402, 403, 801-802, 901
703	Market Inclusion List: PrimaFit (2019 M7)	9/24/2019	SAGE00029778	SAGE00029778		Duplicative, FRE 401-402, 403, 801-802, 901
704	Sage Product Line Market Shares with GHX Data presentation	10/21/2019	SAGE00029780	SAGE00029842		Duplicative, FRE 401-402, 403, 801-802, 901
705	Market Inclusion List: PrimaFit (2019 M8)	10/21/2019	SAGE00029843	SAGE00029843		Duplicative, FRE 401-402, 403, 801-802, 901

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
706	Sage Product Line Market Shares with GHX Data presentation	11/19/2019	SAGE00029845	SAGE00029911		Duplicative, FRE 401-402, 403, 801-802, 901
707	Market Inclusion List: PrimaFit (2019 M9)	11/19/2019	SAGE00029912	SAGE00029912		Duplicative, FRE 401-402, 403, 801-802, 901
708	Sage Product Line Market Shares with GHX Data presentation	12/19/2019	SAGE00029914	SAGE00029980		Duplicative, FRE 401-402, 403, 801-802, 901
709	Market Inclusion List: PrimaFit (2019 M10)	12/17/2019	SAGE00029981	SAGE00029981		Duplicative, FRE 401-402, 403, 801-802, 901
710	Sage Product Line Market Shares with GHX Data presentation	1/18/2020	SAGE00029983	SAGE00030049		Duplicative, FRE 401-402, 403, 801-802, 901
711	Market Inclusion List: PrimaFit (2019 M11)	1/16/2020	SAGE00030050	SAGE00030050		Duplicative, FRE 401-402, 403, 801-802, 901
712	Sage Product Line Market Shares with GHX Data presentation	2/14/2020	SAGE00030052	SAGE00030118		Duplicative, FRE 401-402, 403, 801-802, 901
713	Market Inclusion List: PrimaFit (2019 M12)	2/14/2020	SAGE00030119	SAGE00030119		Duplicative, FRE 401-402, 403, 801-802, 901
714	Sage Product Line Market Shares with GHX Data presentation	3/15/2020	SAGE00030121	SAGE00030187		Duplicative, FRE 401-402, 403, 801-802, 901
715	Market Inclusion List: PrimaFit (2020 M1)	3/15/2020	SAGE00030188	SAGE00030188		Duplicative, FRE 401-402, 403, 801-802, 901
716	Sage Product Line Market Shares with GHX Data presentation	4/17/2020	SAGE00030190	SAGE00030256		Duplicative, FRE 401-402, 403, 801-802, 901
717	Market Inclusion List: PrimaFit (2020 M2)	4/17/2020	SAGE00030257	SAGE00030257		Duplicative, FRE 401-402, 403, 801-802, 901
718	Sage Product Line Market Shares with GHX Data presentation	5/15/2020	SAGE00030259	SAGE00030325		Duplicative, FRE 401-402, 403, 801-802, 901
719	Market Inclusion List: PrimaFit (2020 M3)	5/15/2020	SAGE00030326	SAGE00030326		Duplicative, FRE 401-402, 403, 801-802, 901
720	Sage Product Line Market Shares with GHX Data presentation	6/12/2020	SAGE00030328	SAGE00030394		Duplicative, FRE 401-402, 403, 801-802, 901
721	Market Inclusion List: PrimaFit (2020 M4)	6/12/2020	SAGE00030395	SAGE00030395		Duplicative, FRE 401-402, 403, 801-802, 901
722	Photograph of Camile Newton and Robert Sanchez	N/A	NEWTON 0005228	NEWTON 0005228		FRE 401-402, 403, 901
723	Physical samples of PureWick FEC Devices	N/A	N/A	N/A		FRE 401-402, 403, 901
724	Sample of PrimaFit Device	N/A	SAGE00040000	SAGE00040000		
725	Sample of PrimaFit Device	N/A	SAGE00040001	SAGE00040001		
726	Sample of PrimaFit Device	N/A	SAGE00040002	SAGE00040002		
727	Sample of PrimaFit Device	N/A	SAGE00040004	SAGE00040004		
728	Sample of PrimoFit Device	N/A	SAGE00040005	SAGE00040005		
729	Sample of PrimoFit Device	N/A	SAGE00040006	SAGE00040006		
730	Sample of PrimoFit Device	N/A	SAGE00040007	SAGE00040007		
731	Sample of PrimoFit Device	N/A	SAGE00040008	SAGE00040008		
732	Sample of PrimoFit Device	N/A	SAGE00040009	SAGE00040009		

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733	Opening Expert Report of Dr. John Collins Regarding Infringement	5/21/2021	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 1006
734	Exhibit A to Opening Expert Report of Dr. John Collins Regarding Infringement - Materials Coinsidered List	N/A	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 1006
735	Exhibit B to Opening Expert Report of Dr. John Collins Regarding Infringement - Curriculum Vitae of John Collins	N/A	N/A	N/A		FRE 801-802, 901, 1006
736	Exhibit C to Opening Expert Report of Dr. John Collins Regarding Infringement - Prior cases in which Dr. Collins submitted testimony or reports as an expert witness in the last 4 years as of March 2021	N/A	N/A	N/A		FRE 401-402, 403, 801-802
737	Exhibit D to Opening Expert Report of Dr. John Collins Regarding Infringement - U.S. Patent No. 8,287,508 Sage PrimaFit Device and Claims	N/A	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 801-802, 1006
738	Exhibit E to Opening Expert Report of Dr. John Collins Regarding Infringement - U.S. Patent No. 10,226,376 Sage PrimaFit Device and Claims	N/A	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 801-802, 1006
739	Exhibit F to Opening Expert Report of Dr. John Collins Regarding Infringement - U.S. Patent No. 10,390,989 Sage PrimaFit Device and Claims	N/A	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 801-802, 1006
740	Exhibit G to Opening Expert Report of Dr. John Collins Regarding Infringement - U.S. Patent No. 10,376,407 Sage PrimoFit Device and Claims	N/A	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 801-802, 106
741	Exhibit H to Opening Expert Report of Dr. John Collins Regarding Infringement - U.S. Patent No. 8,287,508 PureWick FEC Device and Claims	N/A	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 801-802, 106
742	Exhibit I to Opening Expert Report of Dr. John Collins Regarding Infringement - U.S. Patent No. 10,226,376 PureWick FEC Device and Claims	N/A	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 801-802, 106
743	Exhibit J to Opening Expert Report of Dr. John Collins Regarding Infringement - U.S. Patent No. 10,390,989 PureWick FEC Device and Claims	N/A	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 801-802, 106
744	Exhibit K to Opening Expert Report of Dr. John Collins Regarding Infringement - PrimaFit pictures and elastic band video	N/A	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 801-802, 901, 106

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
745	Opening Expert Report of Dr. Edward Yun	5/21/2021	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 801-802, 602, 1006, D-Yun
746	Exhibit A to Opening Expert Report of Dr. Edward Yun - Materials Coinsidered List	N/A	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 1006
747	Exhibit B to Opening Expert Report of Dr. Edward Yun - Curriculum Vitae of Edward Yun	N/A	N/A	N/A		FRE 801-802, 901, 1006
748	Exhibit C to Opening Expert Report of Dr. Edward Yun - Photographs of PrimaFit and PrimoFit devices	N/A	N/A	N/A		Duplicative, FRE 401-402, 403, 702-703, 901
749	Expert Report of Dr. Gregory Leonard with Appendicies and Exhibits	5/21/2021	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 1006, D-Leonard
750	Rebuttal Expert Report of Arrigo D. Jezzi Regarding Validity	6/25/2021	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 801-802, 602, 1006, D-Jezzi
751	Exhibit A to Rebuttal Expert Report of Arrigio D. Jezzi - Curriculum Vitae of Arrigio D. Jezzi	N/A	N/A	N/A		FRE 801-802, 901, 1006
752	Exhibit B to Rebuttal Expert Report of Arrigio D. Jezzi - Materials Considered List	N/A	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 1006
753	Reply Expert Report of Dr. John Collins Regarding Infringement	7/23/2021	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 801-802, 901, 1006, 602
754	Reply Expert Report of Dr. Edward Yun	7/23/2021	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 801-802, 901, 1006, 602, D-Yun
755	Reply Expert Report of Dr. Gregory K. Leonard	7/23/2021	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 801-802, 901, 1006, 602, D-Leonard
756	Reply Expert Report of Arrgio D. Jezzi	7/23/2021	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 801-802, 901, 1006, 602

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
757	Exhibit 1 to Reply Expert Report of Arrgio D. Jezzi - Materials Considered List	N/A	N/A	N/A		Duplicative (live witness), FRE 401-402, 403, 702-703, 1006
758	Video of testing from Jezzi Reply Report (MCBP 1.MOV)	N/A	N/A	N/A		FRE 401-402, 403, 702-703, 901
759	Video of testing from Jezzi Reply Report (MCBP 2.MOV)	N/A	N/A	N/A		FRE 401-402, 403, 702-703, 901
760	Photograph of testing from Jezzi Reply Report (PF A.MOV)	N/A	N/A	N/A		FRE 401-402, 403, 702-703, 901
761	Photograph of testing from Jezzi Reply Report (PF B.MOV)	N/A	N/A	N/A		FRE 401-402, 403, 702-703, 901
762	Photograph of testing from Jezzi Reply Report (PF C.MOV)	N/A	N/A	N/A		FRE 401-402, 403, 702-703, 901
763	Photograph of testing from Jezzi Reply Report (PF D.MOV)	N/A	N/A	N/A		FRE 401-402, 403, 702-703, 901
764	Photograph of testing from Jezzi Reply Report (PF E.MOV)	N/A	N/A	N/A		FRE 401-402, 403, 702-703, 901
765	Photograph of testing from Jezzi Reply Report (PF F.MOV)	N/A	N/A	N/A		FRE 401-402, 403, 702-703, 901
766	Photograph of testing from Jezzi Reply Report (PF G.MOV)	N/A	N/A	N/A		FRE 401-402, 403, 702-703, 901
767	Photograph of testing from Jezzi Reply Report (PF H.MOV)	N/A	N/A	N/A		FRE 401-402, 403, 702-703, 901
768	Photograph of testing from Jezzi Reply Report (PF I.MOV)	N/A	N/A	N/A		FRE 401-402, 403, 702-703, 901
769	Exhibit L to Opening Expert Report of Dr. John Collins Regarding Infringement -photographs	N/A	N/A	N/A		FRE 401-402, 403, 702-703, 901
770	Exhibit M to Opening Expert Report of Dr. John Collins Regarding Infringement -photographs	N/A	N/A	N/A		FRE 401-402, 403, 702-703, 901
771	Video of testing from Jezzi Reply Report ( PF 1.MOV)	N/A	N/A	N/A		FRE 401-402, 403, 702-703, 901
772	Video of testing from Jezzi Reply Report ( PF 2.MOV)	N/A	N/A	N/A		FRE 401-402, 403, 702-703, 901
773	Video of testing from Jezzi Reply Report ( PF 3.MOV)	N/A	N/A	N/A		FRE 401-402, 403, 702-703, 901
774	Video of testing from Jezzi Reply Report ( PF 4.MOV)	N/A	N/A	N/A		FRE 401-402, 403, 702-703, 901
775	Email from C. Newton to R. Newton re Recorded email of urine suction device	8/3/2009	NEWTON_0000001	NEWTON_0000001		FRE 401-402, 403, 801-802, 901
776	Photo of Dry Dock	N/A	NEWTON 0000079	NEWTON 0000079		FRE 401-402, 403, 901
777	Email from K. Pawlik to C. Newton, et al. re PureWick Dry Dock	12/26/2015	NEWTON_0002851	NEWTON 0002892		FRE 401-402, 403, 801-802, 901

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Schedule D1 - PureWick's Trial Exhibit List

PTX No.	Title	Date	Beg. Bates No.	End Bates No.	Depo. Ex. No.	Objections
778	Email from L. Kaye-Eddie to C. Newton re Hennessy Wayser	1/28/2019	NEWTON_0005307	NEWTON_0005307		FRE 401-402, 403, 801-802, 901
779	Photo of prototypes and award for the 28th Annual Most Innovative new	N/A	NEWTON_0005320	NEWTON_0005320		FRE 401-402, 403, 901
780	Email from B. Jackson to A. Silver, et al. re Positive Lead Comments	7/20/2018	NEWTON_0007577	NEWTON_0007582		FRE 401-402, 403, 801-802, 901
781	PureWick Corporation - Safe, Simple Urine Capture for Women 24-7 in Beds, chairs and cars presentation	N/A	NEWTON_0007689	NEWTON_0007689		FRE 401-402, 403, 801-802, 901
782	Email from B. Sanchez to C. Newton re PureWick update	8/13/2016	NEWTON_0008136	NEWTON_0008137		FRE 401-402, 403, 801-802, 901
783	Ltr. From M. Jackson to M. DeMasi re Purewick product	11/5/2016	PUREWICK_0027196	PUREWICK_0027196		FRE 401-402, 403, 801-802, 901
784	Purewick External Female Catheter Non-Invasive, no nurse required, Up to 100% Urine presentation	N/A	PUREWICK_0027511	PUREWICK_0027529		Duplicative, FRE 401-402, 403, 801-802, 901
785	PureWick Inc. Successful Incontinence Management for Women	N/A	PUREWICK_0030686	PUREWICK_0030707		Duplicative, FRE 401-402, 403, 801-802, 901
786	Excel file of Wick sales and DryDoc sales	N/A	PUREWICK_0030708	PUREWICK_0030708		FRE 401-402, 403, 801-802, 901
787	PureWick News and Updates	N/A	PUREWICK_0030864	PUREWICK_0030864		FRE 401-402, 403, 801-802, 901
788	PureWick shell schematic	2/20/2018	PUREWICK_0032559	PUREWICK_0032560		Duplicative, FRE 401-402, 403, 801-802, 901
789	Photo of Purewick prototypes	N/A	PUREWICK_0019766	PUREWICK_0019766		FRE 401-402, 403, 901
790	PureWick invention story video	N/A	SANCHEZ000006	SANCHEZ000006		FRE 401-402, 403, 801-802, 901
791	PrimFit marketing video	N/A	SAGE00005311	SAGE00005311		FRE 401-402, 403, 801-802, 901
792	Sage Excel of net sales, net cases and standard cost for products	N/A	SAGE00043612	SAGE00043612		FRE 401-402, 403, 801-802, 901
793	Sage Excel of net sales, net cases and standard cost for products 5404	N/A	SAGE00043613	SAGE00043613		FRE 401-402, 403, 801-802, 901
794	BD's Year-Over-Year Trending 2020-2021 chart	N/A	PureWick_0064694	PureWick_0064694		FRE 401-402, 403, 801-802, 901
795	PuerWick conversions from 2017-2021	N/A	PureWick_0064695	PureWick_0064695		FRE 401-402, 403, 801-802, 901
796	PureWick Units sold by Sku through FY21	N/A	PureWick_0064696	PureWick_0064696		FRE 401-402, 403, 801-802, 901
797	PureWick costs through FY 22	N/A	PureWick_0064697	PureWick_0064697		FRE 401-402, 403, 801-802, 901

## **SCHEDULE D2**

**EXHIBIT LIST OBJECTION KEY**

<b>Objection Code</b>	<b>Objection</b>	<b>Explanation</b>
402	Irrelevant	Exhibit is not relevant to issues in the case
403	More prejudicial than probative	Exhibit's probative value is outweighed by a danger of one unfair prejudice, confusing the issues, misleading the jury, undue delay, wasting time, or needlessly presenting cumulative evidence
H	Hearsay	Exhibit contains or is hearsay (i.e., an out of court statement offered for the truth of the matter asserted), and no exception or exclusion applies.
408	Settlement privilege	
Incom	Exhibit is incomplete, requires additional evidence for completeness, offers an improper summary, violates the best evidence rule, lacks an appropriate translation, etc.	Exhibit is incomplete, requires additional evidence for completeness, offers an improper summary, violates the best evidence rule, lacks an appropriate translation, etc. <i>See</i> FRE 106, 1002, 1006
Exp	Improper opinion, unqualified expert opinion, improper disclosure of otherwise inadmissible facts/data	<i>See</i> FRE 701, 702, 703
901	Authenticity	Lacks authenticating, foundational, or identifying evidence necessary to support admissibility
PRIV	Privileged	Exhibit is or contains attorney-client communications or attorney work product.
Unt	Not timely disclosed	Used to identify exhibits that were not timely disclosed or produced.
Error	Likely clerical error	Likely clerical error including: document description does not match the bates number or copy of the exhibit, exhibit comprising multiple documents, exhibit is illegible or of poor quality, exhibit was not provided
NE	Not evidence	Exhibit is not evidence. For example, pleadings, discovery requests, deposition notices, privilege logs, etc., could fall into this category.
NP	Not produced	Not produced or otherwise identified specifically enough to provide the opportunity for meaningful objections

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>001</b>	US 8,287,508	Dep Ex. 1		
	<b>002</b>	US 10,390,989	Dep Ex. 2		
	<b>003</b>	US 10,226,376	Dep. Ex. 3		
	<b>004</b>	US 10,376,407	Dep Ex. 4		
	<b>005</b>	WO 2017/209779A1	Dep Ex. 5		402, 403, H, 901, NP
	<b>006</b>	US 2006/0015080		SAGE00006308- SAGE00006316	402, 403, H, 901, NP
	<b>007</b>	4,747,166	Dep. Ex. 7		402, 403, H, 901, NP
	<b>008</b>	7,220,250	Dep. Ex. 8		402, 403, H, 901, NP
	<b>009</b>	US 3,349,768		SAGE00003221- SAGE00003228	402, 403, H, 901, NP
	<b>010</b>	4,425,130		SAGE00022052- SAGE00022062	402, 403, H, 901, NP
	<b>011</b>	5,674,212		SAGE00022885- SAGE00022926	402, 403, H, 901, NP
	<b>012</b>	WO2007/042823 A2		SAGE00006956- SAGE00006971	402, 403, H, 901, NP
	<b>013</b>	WO 2000/057784		SAGE00021296- SAGE00021323	402, 403, H, 901, NP
	<b>014</b>	US 4,886,508		SAGE00001240- SAGE00001252	402, 403, H, 901, NP
	<b>015</b>	EP 0613355		SAGE00009400- SAGE00009415	402, 403, H, 901, NP
	<b>016</b>	US 7,135,012		SAGE00009400- SAGE00009415	402, 403, H, 901, NP
	<b>017</b>	JP2001/276107A (with translation)	Dep. Ex. 627	SAGE00040840- SAGE00040858	402, 403, H, 901
	<b>018</b>	3,613,123		SAGE000023070- SAGE00023076	402, 403, H, 901, NP

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>019</b>	1,742,080		SAGE00009395- SAGE00009399	402, 403, H, 901, NP
	<b>020</b>	3,520,300		SAGE00006662- SAGE0006665	402, 403, H, 901, NP
	<b>021</b>	2007/0191804		SAGE00006083- SAGE0006091	402, 403, H, 901, NP
	<b>022</b>	US 2004/0006321		SAGE00021623-	402, 403, H, 901, NP
	<b>023</b>	Certified FH 8,287,508 (12-840,475)		Purewick_0000001- PureWick_0000123	
	<b>024</b>	Certified File History for 10,390,989	Dep. Ex. 24		
	<b>026</b>	Certified File History for 10,226,376	Dep. Ex. 26		
	<b>027</b>	Power of Attorney	Dep. Ex. 27	PureWick_0000287- PureWick_0000290	
	<b>028</b>	PCT/2016/049274 File History	Dep. Ex. 28		
	<b>029</b>	4,804,377		SAGE00022070- SAGE00022074	402, 403, H, 901, NP
	<b>030</b>	4,882,794		SAGE00009416- SAGE00009423	402, 403, H, 901, NP
	<b>031</b>	8,353,074		SAGE00009036- SAGE00009048	402, 403, H, 901, NP
	<b>032</b>	US 2004/0254547		SAGE00000621- SAGE00000631	402, 403, H, 901, NP
	<b>033</b>	4,352,356		SAGE00041286- SAGE00041292	402, 403, H, 901, NP
	<b>034</b>	2007 Article		SAGE00040893- SAGE00040902	H, Incom, 901, 402, 403
	<b>035</b>	AMXDmax brochure	Dep. Ex. 35	PureWick_0001072- PureWick_0001081	H, 402, 403, 901
	<b>036</b>	Dare-to-Dream Medtech document	Dep. Ex. 36	PureWick_0001125- PureWick_0001127	

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>037</b>	PureWick PowerPoint	Dep. Ex. 37	PureWick_0001128- PueWick_0001134	
	<b>038</b>	9/26/18 Office Action from 10,390,989 FH	Dep. Ex. 38	PureWick_0001160- PureWick_0001168	402, 403, H, 901, INCOM
	<b>039</b>	4,692,160		SAGE00008614- SAGE00008634	402, 403, H, 901, NP
	<b>040</b>	12/20/18 Amendment and Response from 10,390,989 FH	Dep. Ex. 40	PureWick_00030284- PureWick_00030284	402, 403, H, 901, INCOM
	<b>041</b>	Privilege Log	Dep. Ex. 23	PureWick_00030294- PureWick_00030294	NE, H, 402, 403
	<b>043</b>	2/14/19 Office Action from 10,390,989 FH	Dep. Ex. 43	PureWick_00030273- PureWick_00030275	402, 403, H, 901, INCOM
	<b>044</b>	5/13/19 Amendment B & Response from 10,390,989 FH	Dep. Ex. 44	PureWick_0001457- PureWick_0001470	402, 403, H, 901, INCOM
	<b>051</b>	10,376,407 File History (not certified)	Dep. Ex. 51	PureWick_0007232- PureWick_0007659	H, 901, Incom
	<b>053</b>	First 30(b)(6) Notice to PureWick	Dep. Ex. 53	-	NE, H
	<b>054</b>	Second 30(b)(6) Notice o PureWick	Dep. Ex. 54	-	NE, H
	<b>056</b>	PureWick Financial Spreadsheet	Dep. Ex. 56	PureWick_0030212- PureWick_0030212	
	<b>057</b>	PureWick Financial Spreadsheet	Dep. Ex. 57	PureWick_0064470- PureWick_0064470	
	<b>058</b>	PureWick Financial Spreadsheet	Dep. Ex. 58	PureWick_0064471- PureWick_0064471	
	<b>059</b>	PureWick Financial Spreadsheet	Dep. Ex. 59	PureWick_0033347- PureWick_0033347	
	<b>060</b>	PureWick Financial Spreadsheet	Dep. Ex. 60	PureWick_0064463- PureWick_0064463	

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>061</b>	PureWick Financial Spreadsheet	Dep. Ex. 61	PureWick_0064464- PureWick_0064465	
	<b>062</b>	PureWick Financial Spreadsheet	Dep. Ex. 62	PureWick_0064466- PureWick_0064467	
	<b>063</b>	PureWick Financial Spreadsheet	Dep. Ex. 63	PureWick_0017843- PureWick_0017883	
	<b>066</b>	4/2017 Email Chain	Dep. Ex. 66	PureWick_0054269- PureWick_0054270	H, 901, 402, 403
	<b>067</b>	Memo	Dep. Ex. 67	PureWick_0051892- PureWick_0051895	H, 901, 402, 403,
	<b>068</b>	2/2/17 Report	Dep. Ex. 68	PureWick_0057447- PureWick_0057458	
	<b>069</b>	4/19/17 Letter	Dep. Ex. 69	PureWick_0017920- PureWick_0017924	H, 901, 402, 403
	<b>070</b>	8/6/17 Memo	Dep. Ex. 70	PureWick_0027822- PureWick_0027832	H, 901, 402, 403
	<b>074</b>	9/2017 Email Chain	Dep. Ex. 74	PureWick_0044275- PureWick_0044277	
	<b>075</b>	10/2017 Email Chain	Dep. Ex. 75	PureWick_0054639- PureWick_0054641	H, 901, 402, 403
	<b>076</b>	10/2/17 PureWick Memo	Dep. Ex. 76	PureWick_0034736- PureWick_0034737	H, 901, 402, 403
	<b>077</b>	Brochure	Dep. Ex. 77	PureWick_0034595- PureWick_0034600	H, 901, 402, 403
	<b>078</b>	1/3/18 Email Chain	Dep. Ex. 78	PueWick_0048352- PureWick_0048353	H, 402, 403
	<b>079</b>	1/2018 Email Chain	Dep. Ex. 79	PureWick_0048383- PureWick_0048386	H, 402, 403
	<b>083</b>	10/4/18 Bard Email	Dep. Ex. 83	PureWick_0034364- PureWick_0034365	H, 901, 402, 403

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>084</b>	Bard Memo	Dep. Ex. 84	PureWick_0033905- PureWick_0033907	H, 901, 402, 403
	<b>085</b>	11/2017 Email Chain	Dep. Ex. 85	PureWick_0034307- PureWick_0034308	H, 901, 402, 403
	<b>087</b>	12/2017 Email Chain	Dep. Ex. 87	PureWick_0034565- PureWick_0034566	H, 901, 402, 403
	<b>088</b>	10/12/2017 Email	Dep. Ex. 88	PureWick_0034486- PureWick_0034487	
	<b>089</b>	11/27/18 PureWick Memo	Dep. Ex. 89	PureWick_0027928- PureWick_0027934	H, 901, 402, 403
	<b>090</b>	11/2017 Email Chain	Dep. Ex. 90	PureWick_0034404- PureWick_0034404	H, 402, 403
	<b>092</b>	Subpoena to Joseph Forehand	Dep. Ex. 92	-	H, NE, 402, 403
	<b>093</b>	Subpoena to Joseph Forehand	Dep. Ex. 93	-	H, NE, 402, 403
	<b>094</b>	US 2016/0367226 14/625,469 Publication	Dep. Ex. 94	SAGE00001019- SAGE00001025	H, 901, 402, 403
	<b>095</b>	US 2017/0252202 14/952,591 Publication	Dep. Ex. 95	PureWick_0013403- PureWick_0013407	H, 901, 402, 403
	<b>096</b>	US 2017/0348139 15/171,968 Publication	Dep. Ex. 96	PureWick_0007227- PureWick_0007231	H, 901, 402, 403
	<b>097</b>	62/082,279 – FH	Dep. Ex. 97	PureWick_0006730- PureWick_0006788	H, 901, 402, 403, Incom
	<b>099</b>	Calendar	Dep. Ex. 99	JF0000001-JF0000057	H, 901, 402, 403

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>100</b>	PureWick Document	Dep. Ex. 100	PureWick_0020942- PureWick_0020948	H, 901, 402, 403
	<b>102</b>	12/9/13 Email and Attachment	Dep. Ex. 102	NEWTON_0000184- NEWTON_0000202	
	<b>103</b>	Business Plan	Dep. Ex. 103	PureWick_0020880- PureWick_0020904	H, 901, 402, 403
	<b>104</b>	1/20/14 Email Chain	Dep. Ex. 104	Newton_0000275- Newton_0000275	H, 901, 402, 403, Incom
	<b>105</b>	1/2014 Email Chain and Attachment	Dep. Ex. 105	Newton_0000892- Newton_0000894	H, 901, 402, 403, Incom
	<b>106</b>	2/22/14 Email	Dep. Ex. 106	Newton_000346- Newton_000348	H, 901, 402, 403, Incom
	<b>109</b>	5/1/14 PureWick Document	Dep. Ex. 109	PureWick_0020298- PureWick_0020298	H, 901, 402, 403
	<b>113</b>	6/12/15 Letter	Dep. Ex. 113	PureWick_0015968- PureWick_0015968	
	<b>114</b>	Physicals Photograph	Dep. Ex. 114	PureWick_0019770- PureWick_0019770	
	<b>115</b>	Physicals Photograph	Dep. Ex. 115	PureWick_0019767- PureWick_0019767	
	<b>116</b>	Application	Dep. Ex. 116	PureWick_0020995- PureWick_0020999	H, 402, 403, 901
	<b>117</b>	8/16/15 Press Release	Dep. Ex. 117	-	H, 402, 403, 901
	<b>120</b>	5/2016 Specification Drawing	Dep. Ex. 120	PureWick_0017645- PureWick_0017645	H, 402, 403, 901
	<b>122</b>	PureWick Report	Dep. Ex. 122	PureWick_0020725- PureWick_0020751	H, 402, 403, 901
	<b>123</b>	2015 PureWick Business Plan	Dep. Ex. 123	PureWick_0020752- PureWick_0020774	

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>124</b>	3/20/2016 PureWick Document	Dep. Ex. 124	PureWick_0020788- PureWick_0020810	
	<b>125</b>	3/15/17 Bard Report	Dep. Ex. 125	PureWick_0059418- PureWick_0059429	
	<b>127</b>	8/22/16 Powerpoint	Dep. Ex. 127	PureWick_0062973- PureWick_0062995	
	<b>133</b>	8/15/19 PowerPoint	Dep. Ex. 133	PureWick_0042421- PureWick_0042442	H, 402, 403
	<b>135</b>	Bard Memo	Dep. Ex. 135	PureWick_0042774- PureWick_0042790	
	<b>136</b>	10/9/18 Bard Memo	Dep. Ex. 136	PureWick_0042771- PureWick_0042773	H, 402, 403, 901
	<b>139</b>	9/2017 Email Chain	Dep. Ex. 139	PureWick_0034171- PureWick_0034172	H, 402, 403, 901
	<b>140</b>	9/2017 Email Chain	Dep. Ex. 140	PureWick_0030337- PureWick_0030341	H, 402, 403, 901
	<b>141</b>	99/7/17 Email Chain	Dep. Ex. 141	PureWick_0034137- PureWick_0034137	H, 402, 403, 901
	<b>142</b>	9/14/2018 Spreadsheet	Dep. Ex. 142	PureWick_0034331- PureWick_0034331	H, 402, 403, 901
	<b>143</b>	1/2018 Email Chain	Dep. Ex. 143	PureWick_0034413- PureWick_0034415	H, 402, 403, 901, INCOM
	<b>144</b>	1/25/19 Email Chain	Dep. Ex. 144	PureWick_0034716- PureWick_0034717	H, 402, 403, 901
	<b>145</b>	10/16/17 Email Chain	Dep. Ex. 145	PureWick_0034515- PureWick_0034515	H, 402, 403, 901, INCOM
	<b>146</b>	2/2018 Email Chain	Dep. Ex. 146	PureWick_0034155- PureWick_0034156	H, 402, 403
	<b>147</b>	6/5/18 Bard PowerPoint	Dep. Ex. 147	PureWick_0035383- PureWick_0035397	H, 402, 403

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>149</b>	9/5/19 PowerPoint	Dep. Ex. 149	PureWick_0064472- PureWick_0064472	H, 402, 403
	<b>150</b>	Bard Brochure	Dep. Ex. 151	PureWick_0033396- PureWick_0033401	
	<b>151</b>	Purewick Document	Dep. Ex. 152	PureWick_0014379- PureWick_0014379	
	<b>153</b>	Sales Document	Dep. Ex. 153	PureWick_0020452- PureWick_0020452	
	<b>154</b>	Sales Document	Dep. Ex. 154	PureWick_0024830- PureWick_0024830	
	<b>155</b>	Sales Document	Dep. Ex. 155	PureWick_0024833- PureWick_0024833	
	<b>156</b>	Sales Document	Dep. Ex. 156	PureWick_0024837- PureWick_0024837	
	<b>157</b>	Sales Document	Dep. Ex. 157	PureWick_0026958- PureWick_0026958	H, 901, 402, 403
	<b>158</b>	5/15/20 Letter	D.I. 207, Ex. 14	-	H, NE, 402, 403
	<b>159</b>	9/23/19 Powerpoint	Pl. Dep. Ex. 4	SAGE00036528- SAGE00036590	
	<b>160</b>	Technical Drawing		SAGE00000128- SAGE00000130	
	<b>161</b>	Technical Drawing		SAGE00000240- SAGE00000240	
	<b>162</b>	Sage Operating Procedure		SAGE00000478- SAGE00000487	
	<b>163</b>	Technical Drawing		SAGE00000238- SAGE00000238	
	<b>164</b>	Photographs of PrimaFit	D.I. 211, Ex. 57	-	H, 402, 403, 901, NP

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>165</b>	Sage Brochure		SAGE00000093- SAGE00000093	
	<b>166</b>	Sage Marketing Material		SAGE00000095- SAGE00000104	
	<b>167</b>	Sage Marketing Material		SAGE00000105- SAGE00000105	
	<b>168</b>	Sage Marketing Material		SAGE00000106- SAGE00000107	
	<b>169</b>	Sage PrimaFit Video		SAGE00000009- SAGE00000009	H, 402, 403
	<b>170</b>	Sage PrimoFit Video		SAGE00032908- SAGE00032908	
	<b>171</b>	Sage Presentation		SAGE00000109- SAGE00000109	H
	<b>172</b>	Technical Drawing		SAGE00000128- SAGE00000130	
	<b>173</b>	Technical Drawing	Pl. Dep. Ex. 8	SAGE00000131- SAGE00000134	
	<b>174</b>	Technical Drawing		SAGE00000135- SAGE00000138	
	<b>175</b>	Technical Drawing		SAGE00000206- SAGE00000207	
	<b>176</b>	Technical Drawing		SAGE00000236- SAGE00000236	
	<b>177</b>	Technical Drawing		SAGE00000237- SAGE00000237	
	<b>178</b>	Technical Drawing		SAGE00000238- SAGE00000238	
	<b>179</b>	Technical Drawing		SAGE00000240- SAGE00000240	

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>180</b>	Material Specification		SAGE00000241- SAGE00000241	
	<b>181</b>	Technical Drawing		SAGE00000242- SAGE00000242	
	<b>182</b>	Technical Drawing		SAGE00000244- SAGE00000244	
	<b>183</b>	Technical Drawing		SAGE00000247- SAGE00000247	
	<b>184</b>	Technical Drawing		SAGE00000250- SAGE00000250	
	<b>185</b>	Operating Procedure		SAGE00000478- SAGE00000487	
	<b>186</b>	Sage Marketing Material		SAGE00000108- SAGE00000108	
	<b>187</b>	Sage PowerPoint	Pl. Dep. Ex. 10	SAGE00025072- SAGE00025072	
	<b>192</b>	Sage Document		SAGE00025637- SAGE00025637	H, 402, 403
	<b>193</b>	Sage PowerPoint	Pl. Dep. Ex. 27	SAGE00025676- SAGE00025676	
	<b>194</b>	Sage PowerPoint		SAGE00025795- SAGE00025795	H, 402, 403, 901
	<b>195</b>	9/27/17 Email Chain	Pl. Dep. Ex. 27	SAGE00025975- SAGE00025977	H, 402, 403
	<b>196</b>	10/17 Email Chain		SAGE00027411- SAGE00027412	H, 402, 403, 901
	<b>197</b>	Sage Spreadsheet		SAGE00028143- SAGE00028143	H, 403
	<b>198</b>	8/8/16 Memo	Pl. Dep. Ex. 12	SAGE00028247- SAGE00028248	H

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>199</b>	Sage Spreadsheet	Pl. Dep. Ex. 3	SAGE00027258- SAGE00027258	
	<b>200</b>	Updated Subpoena to Edward Callan	Dep. Ex. 200	-	NE, 402, 403, H
	<b>201</b>	Notice of Subpoena to Edward Callan	Dep. Ex. 201	-	NE, 402, 403, H
	<b>202</b>	File for patent Application Number 12/840,475	Dep. Ex. 202	Callan0000000001- Callan00000000156	402, 403, H
	<b>204</b>	File for Patent Application Numbers 61/955,537 and 14/625,469	Dep. Ex. 204	Callan00000000157- Callan00000000282	402, 403, H
	<b>208</b>	File for Application Number 62/084,078	Dep. Ex. 208	Callan00000000347- Callan00000000381	402, 403, H
	<b>209</b>	File for Application Number 14/952,591	Dep. Ex. 209	Callan00000000283- Callan00000000346	402, 403, H
	<b>210</b>	File for Application Number 15/171,968	Dep. Ex. 210	Callan00000000489- Callan00000000537	402, 403, H
	<b>211</b>	File for Application Number 14/947,759	Dep. Ex. 211	Callan00000000382- Callan00000000467	402, 403, H
	<b>214</b>	Callan Privilege Log	Dep. Ex. 214	-	NE, 402, 403, H
	<b>217</b>	File for Application 15/238,427	Dep. Ex. 217	Callan00000000538- Callan00000000604	402, 403, H
	<b>220</b>	Instructions for Use	Dep. Ex. 220	PureWick_0024030- PureWick_0024030	402, 403, H
	<b>221</b>	Instructions for Use	Dep. Ex. 221	PureWick_0020431- PureWick_0020431	402, 403, H
	<b>222</b>	Instructions for Use	Dep. Ex. 222	PureWick_0015975- PureWick_0015975	402, 403, H
	<b>226</b>	11/2017 Email Chain	Dep. Ex. 226	PureWick_0034404- PureWick_0034404	402, 403, H

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>227</b>	2017 Email Chain	Dep. Ex. 227	PureWick_0057620- PureWick_0057624	402, 403, H
	<b>234</b>	8/15/19 PowerPoint	Dep. Ex. 234	PureWick_0042421- PureWick_0042442	H, 402, 403
	<b>236</b>	8/7/19 PowerPoint	Dep. Ex. 236	PureWick_0036237- PureWick_0036237	402, 403, H
	<b>237</b>	5/27/20 Powerpoint	Dep. Ex. 237	PureWick_0035957- PureWick_0035984	402, 403, H
	<b>238</b>	6/17/20 Powerpoint	Dep. Ex. 238	PureWick_0040813- PureWick_0040813	402, 403, H
	<b>239</b>	Powerpoint	Dep. Ex. 239	PureWick_0040723- PureWick_0040723	402, 403, H, 901
	<b>240</b>	PowerPoint	Dep. Ex. 240	PureWick_0041911- PureWick_0041911	402, 403, H
	<b>241</b>	8/14/20 BD PowerPoint	Dep. Ex. 241	PureWick_0042326- PureWick_0042326	402, 403, H
	<b>242</b>	Product Opportunity Appraisal	Dep. Ex. 242	PureWick_0042774- PureWick_0042790	402, 403, H
	<b>243</b>	09/2018 Email Chain	Dep. Ex. 243	PureWick_0034436- PureWick_0034438	402, 403, H
	<b>248</b>	Bard Document	Dep. Ex. 248	PureWick_0030451- PureWick_0030476	
	<b>249</b>	9/20/17 Bard Document	Dep. Ex. 249	PureWick_0055998- PureWick_0056003	
	<b>250</b>	Bard Document	Dep. Ex. 250	PureWick_0056306- PureWick_0056312	
	<b>251</b>	Bard Document	Dep. Ex. 251	PureWick_0030395- PureWick_0030401	
	<b>252</b>	Bard Document	Dep. Ex. 252	PureWick_0056985- PureWick_0056995	402, 403, H

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>253</b>	Bard Document	Dep. Ex. 253	PureWick_0052266- PureWick_0052275	402, 403, H
	<b>254</b>	2/10/17 Bard Document	Dep. Ex. 254	PureWick_0052283- PureWick_0052322	
	<b>255</b>	08/2017 Email Chain	Dep. Ex. 255	PureWick_0054197- PureWick_0054198	
	<b>256</b>	11/21/18 PowerPoint	Dep. Ex. 256	PureWick_0042808- PureWick_0042808	
	<b>257</b>	PowerPoint	Dep. Ex. 257	PureWick_0042809- PureWick_0042809	
	<b>258</b>	PowerPoint	Dep. Ex. 258	PureWick_0042810- PureWick_0042810	
	<b>259</b>	4/24/20 PowerPoint	Dep. Ex. 259	PureWick_0042811- PureWick_0042811	
	<b>260</b>	9/2017 Email Chain	Dep. Ex. 260	PureWick_0044006- PureWick_0044007	H, 403, 901
	<b>261</b>	9/2017 Email Chain	Dep. Ex. 261	PureWick_0046970- PureWick_0046972	H, 403, 901
	<b>262</b>	Website	Dep. Ex. 262	-	H, 901
	<b>266</b>	4/19/17 Letter	Dep. Ex. 266	PureWick_0017920- PureWick_0017924	H, 402, 403
	<b>267</b>	3/16/17 Letter	Dep. Ex. 267	PureWick_0017898- PureWick_0017910	H, 402, 403
	<b>268</b>	5/9/17 Letter	Dep. Ex. 268	PureWick_0017925- PureWick_0017925	H, 402, 403
	<b>269</b>	5/9/17 Letter	Dep. Ex. 269	PureWick_0017944- PureWick_0017945	H, 402, 403
	<b>272</b>	9/28/17 Letter	Dep. Ex. 272	-	H, NE, 402 403, 901
	<b>273</b>	4/22/19 Letter	Dep. Ex. 273	-	H, NE, 402 403, 901

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>274</b>	Sixth Supplemental Responses To Sage Products' First Set Of Interrogatories (Nos. 1-11) To Purewick Corporation	Dep. Ex. 274		H, 402, 403, NE
	<b>276</b>	6/29/17 Email	Dep. Ex. 276	PureWick_0035203- PureWick_0035204	H, 402, 403, 901
	<b>278</b>	9/15/17 Email with Attachment	Dep. Ex. 278 & 279	PureWick_0052657- PureWick_0052658	H, 402, 403, 901
	<b>280</b>	10/16/17 Bard Email with Attachments	Dep. Ex. 280- 284	PureWick_0034515- PureWick_0034516.3	H, 402, 403, 901
	<b>286</b>	2014 Agreement	Dep. Ex. 286	PureWick_0020273- PureWick_0020275	H, 402, 403, 901
	<b>287</b>	2014 Agreement	Dep. Ex. 287	PureWick_0020276- PureWick_0020278	H, 402, 403, 901
	<b>288</b>	2/28/14 notes	Dep. Ex. 288	PureWick_0020286- PureWick_0020286	H, 402, 403, 901
	<b>290</b>	6/16/17 Disclosures Schedules to the Agreement and Plan of Merger	Dep. Ex. 290	PureWick_0015323- PureWick_0015361	
	<b>291</b>	December 2016 Proposal Letter		PureWick_0020200- PureWick_0020203	
	<b>294</b>	Bard Document	Dep. Ex. 294	PureWick_0062956- PureWick_0062972	H, 402, 403, 901
	<b>295</b>	Manufacturing Agreement	Dep. Ex. 295	PureWick_0064663 - PureWick_0064677	H, 402, 403, 901
	<b>297</b>	C.R. BARD, Inc. Form 10-Q	Dep. Ex. 297	-	
	<b>298</b>	Agreement and Plan of Merger - Bard/PureWick	Dep. Ex. 298	PureWick_0020343- PureWick_0020446	
	<b>300</b>	7/11/17 Memo	Dep. Ex. 300	PureWick_0064655- PureWick_0064662	

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>301</b>	7/8/17 Document	Dep. Ex. 301	PureWick_0064638- PureWick_0064654	
	<b>304</b>	12/2018 Email Chain	Dep. Ex. 304	PureWick_0034556- PureWick_0034558	H, 402, 403
	<b>305</b>	5/31/10 Assignment	Dep. Ex. 305	PureWick_0023587- PureWick_0023589	
	<b>306</b>	5/31/13 Email	Dep. Ex. 306	NEWTON_0007621- NEWTON_0007621	H, 403, 901, Error
	<b>307</b>	5/1/13 Amendment to Assignment	Dep. Ex. 307	NEWTON_0007622- NEWTON_0007622	
	<b>308</b>	First Supplemental Response to Sage Products' First Set of Interrogatories (Nos. 1-11) to PureWick Corporation	Dep. Ex. 308	-	H, 402, 403, NE
	<b>310</b>	Amended Subpoena to Ray Newton	Dep. Ex. 310	-	H, 402, 403, NE
	<b>311</b>	PureWick Brochure	Dep. Ex. 311	PureWick_0014538- PureWick_0014539	
	<b>312</b>	Physicals photograph	Dep. Ex. 312	PureWick_0030281- PureWick_0030282	
	<b>313</b>	Physicals photograph	Dep. Ex. 313	PureWick_0030279- PureWick_0030279	
	<b>314</b>	Physicals photograph	Dep. Ex. 314	PureWick_0035495- PureWick_0035495	402, 403, 901
	<b>315</b>	Physicals photograph	Dep. Ex. 315	Newton_0002682- Newton_0002682	402, 403, 901
	<b>316</b>	Physicals photograph	Dep. Ex. 316	PureWick_00030284- PureWick_00030284	
	<b>317</b>	Physicals photograph	Dep. Ex. 317	PureWick_00030294- PureWick_00030294	

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>318</b>	Physicals photograph	Dep. Ex. 318	PureWick_00030273- PureWick_00030275	
	<b>319</b>	Purewick Document	Dep. Ex. 319	PureWick_0017091- PureWick_0017092	H, 402, 403
	<b>320</b>	Physicals photograph	Dep. Ex. 320	PureWick_00030276- PureWick_00030277	
	<b>321</b>	Physicals photograph	Dep. Ex. 321	PureWick_00030278- PureWick_00030278	
	<b>322</b>	8/4/09 Email and Attachment	Dep. Ex. 322	Newton_0005496- Newton_0005498	
	<b>323</b>	5/31/10 Assignment	Dep. Ex. 323	PureWick_0024000- PureWick_0024000	
	<b>324</b>	5/31/13 Email and attachment	Dep. Ex. 324	Newton_0007621- Newton_0007622	H, 402, 403, 901
	<b>325</b>	PureWick Document	Dep. Ex. 325	PureWick_0020181- PureWick_0020186	H, 402, 403, 901
	<b>328</b>	2016 Email Chain	Dep. Ex. 328	Newton_0001831- Newton_0001835	H, 402, 403, 901
	<b>329</b>	8/23/13 Email and Attachment	Dep. Ex. 329	Newton_0006003- Newton_0006006	H, 402, 403, 901
	<b>330</b>	8/23/13 Email and Attachment	Dep. Ex. 330	Newton_0001874- Newton_0001874	H, 402, 403, 901
	<b>331</b>	9/6/13 Email and Attachment	Dep. Ex. 331	Newton_0007641- Newton_0007644	H, 402, 403, 901
	<b>332</b>	5/20/14 Email and Attachment	Dep. Ex. 332	Newton_0001141- Newton_0001142	H, 402, 403, 901
	<b>333</b>	10/16/14 Email and Attachment	Dep. Ex. 333	Newton_0001624- Newton_0001627	H, 402, 403, 901
	<b>334</b>	11/14 Email Chain	Dep. Ex. 334	Newton_0002565- Newton_0002567	H, 402, 403, 901

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>335</b>	12/13 Email Chain	Dep. Ex. 335	Newton_0000865- Newton_0000868	H, 402, 403, 901
	<b>336</b>	Application Document	Dep. Ex. 336	CONNECT_0000059- CONNECT_0000062	H, 402, 403, 901
	<b>337</b>	1/2014 Email Chain and Attached Presentation	Dep. Ex. 337	Newton_0004039- Newton_0004040	402, 403, 901
	<b>338</b>	2/28/14 Notes	Dep. Ex. 338	PureWick_0020286- PureWick_0020286	H, 402, 403, 901
	<b>339</b>	3/10/14 Email and Attachment	Dep. Ex. 339	Newton_0001023- Newton_0001024	H, 402, 403, 901
	<b>340</b>	1/22/15 Email and Attachment	Dep. Ex. 340	Newton_0004457- Newton_0004458	H, 402, 403, 901
	<b>341</b>	1/15 Email Chain and Attachment	Dep. Ex. 341	Newton_0001687- Newton_0001692	H, 402, 901
	<b>342</b>	Application Document	Dep. Ex. 342	CONNECT_0000046- CONNECT_0000050	402, 403, 901
	<b>343</b>	6/1/15 Email Chain	Dep. Ex. 343	Newton_0002629- Newton_0002631	H, 402, 403, 901
	<b>344</b>	2015 Email Chain with Attachments	Dep. Ex. 344	Newton_0002667- Newton_0002687	H, 402, 403, 901
	<b>345</b>	3/18/14 Agreement	Dep. Ex. 345	PureWick_0020273- PureWick_0020278	H, 402, 403, 901
	<b>346</b>	3/14 Email Chain	Dep. Ex. 346	Newton_0001021- Newton_0001022	H, 901
	<b>347</b>	4/29/16 Agreement	Dep. Ex. 347	PureWick_0020279- PureWick_0020282	H, 402, 403, 901
	<b>348</b>	Notes	Dep. Ex. 348	PureWick_0020187- PureWick_0020191	H, 402, 403, 901
	<b>349</b>	Photograph	Dep. Ex. 349	PureWick_0024317- PureWick_0024318	402, 403

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>350</b>	PureWick Memo	Dep. Ex. 350	PureWick_0024030- PureWick_0024031	402, 403, H
	<b>351</b>	US 4,747,166	Dep. Ex. 351	PureWick_0023861- PureWick_0023869	402, 403, H
	<b>352</b>	Printout of US 7,220,250	Dep. Ex. 352	PureWick_0023882- PureWick_0023895	402, 403, H
	<b>353</b>	5/5/14 Email Chain	Dep. Ex. 353	Newton_0005013- Newton_0005014	H, 402, 403, 901
	<b>354</b>	US 7,699,831	Dep. Ex. 354	-	402, 403, H
	<b>355</b>	US 4,886,508	Dep. Ex. 355	PureWick_0020456- PureWick_0020468	
	<b>356</b>	Physicals photograph	Dep. Ex. 356	PureWick_0020469- PureWick_0020470	402, 403
	<b>357</b>	12/1/14 Email	Dep. Ex. 357	Newton_0005049- Newton_0005049	H, 402, 403, 901
	<b>358</b>	Photographs	Dep. Ex. 358	Newton_0008245- Newton_0008246	
	<b>359</b>	Photographs	Dep. Ex. 359	PureWick_0024728- PureWick_0024728	
	<b>360</b>	Updated Subpoena to Ruby Dy	Dep. Ex. 360	-	NE, H
	<b>361</b>	Updated Subpoena to Hilltop	Dep. Ex. 361	-	NE, H
	<b>368</b>	Physicals photograph	Dep. Ex. 368	-	901, 402, 403
	<b>369</b>	6/15 Email Chain	Dep. Ex. 369	Newton_0004475- Newton_0004476	402, 403, H, 901
	<b>370</b>	6/6/15 Email and Attachment	Dep. Ex. 370	Newton_0006131- Newton_0006132	402, 403, H, 901
	<b>371</b>	Hiltop Document	Dep. Ex. 371	PureWick_0017088- PureWick_0017088	H, 402, 403, 901
	<b>372</b>	Camille Newton Subpoena	Dep. Ex. 372	-	NE, H

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>373</b>	8/4/09 Email	Dep. Ex. 373	SANCHEZ000574- SANCHEZ000574	H, 402, 403, 901
	<b>374</b>	8/17/09 Email	Dep. Ex. 374	SANCHEZ000395- SANCHEZ000395	H, 402, 403, 901
	<b>375</b>	Agreement	Dep. Ex. 375	SANCHEZ001201- SANCHEZ001203	H, 402, 403, 901
	<b>376</b>	8/11/11 Email Chain	Dep. Ex. 376	Newton_0001856- Newton_0001857	H, 402, 403, 901
	<b>377</b>	Consent Form	Dep. Ex. 377	PureWick_0025897- PureWick_0025898	H, 402, 403, 901
	<b>378</b>	8/29/2013 Email	Dep. Ex. 378	Newton_0007640- Newton_0007640	H, 402, 403, 901
	<b>379</b>	2/14 Email Chain and Attachment	Dep. Ex. 379	Newton_0004041- Newton_0004070	H, 402, 403, 901
	<b>380</b>	5/31/14 Email	Dep. Ex. 380	Newton_0002037- Newton_0002037	H, 402, 403, 901
	<b>381</b>	10/8/14 Email	Dep. Ex. 381	Newton_0006073- Newton_0006073	H, 402, 403, 901
	<b>382</b>	9/14 Email Chain	Dep. Ex. 382	Newton_0005511- Newton_0005514	H, 402, 403, 901
	<b>383</b>	PureWick Video	Dep. Ex. 383	PureWick_0022302- PureWick_0022302	
	<b>384</b>	PureWick Memo	Dep. Ex. 384	PureWick_0016023- PureWick_0016029	H
	<b>385</b>	Handwritten Notebook	Dep. Ex. 385	Newton_0008152- Newton_0008222	H, 402, 403
	<b>386</b>	9/14 Email Chain	Dep. Ex. 386	Newton_0001618- Newton_0001618	H, 402, 403
	<b>387</b>	11/10/14 Document	Dep. Ex. 387	PureWick_0018134- PureWick_0018136	H, 402, 403

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>388</b>	4/14 Email Chain and Attachment	Dep. Ex. 388	Newton_0004089- Newton_0004092	H, 402, 403
	<b>389</b>	6/14 Email Chain	Dep. Ex. 389	Newton_0001147- Newton_0001148	H, 402, 403
	<b>390</b>	2015 Email Chain and Attachments	Dep. Ex. 390	Newton_0006136- Newton_0006142	H, 402, 403
	<b>391</b>	5/23/15 Email and Attachment	Dep. Ex. 391	Newton_0005109- Newton_0005111	H, 402, 403
	<b>392</b>	2015 Email Chain	Dep. Ex. 392	PureWick_0017770- PureWick_0017776	H, 402, 403
	<b>393</b>	7/17/15 PureWick document	Dep. Ex. 393	PureWick_0023812- PureWick_0023812	H, 402, 403
	<b>395</b>	7/26/15 PureWick document	Dep. Ex. 395	PureWick_0023811- PureWick_0023811	H, 402, 403
	<b>396</b>	PureWick Document	Dep. Ex. 396	PureWick_0021017- PureWick_0021018	H, 402, 403
	<b>397</b>	PureWick Presentation	Dep. Ex. 397	PureWick_0017984- PureWick_0017990	H, 402, 403
	<b>398</b>	5/13/16 Email	Dep. Ex. 398	PureWick_0047784- PureWick_0047784	H, 402, 403
	<b>399</b>	6/22/16 Document	Dep. Ex. 399	PureWick_0026621- PureWick_0026625	H, 402, 403
	<b>400</b>	PureWick Document	Dep. Ex. 400	PureWick_0026792- PureWick_0026793	H, 402, 403
	<b>401</b>	7/16 Email Chain	Dep. Ex. 401	PureWick_0050026- PureWick_0050028	H, 402, 403
	<b>402</b>	8/16 Email Chain	Dep. Ex. 402	PureWick_0063734- PureWick_0063737	H, 402, 403
	<b>403</b>	10/11/16 Email	Dep. Ex. 403	PureWick_0064150- PureWick_0064152	H, 402, 403

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JOINT EX.	DTX	DESCRIPTION	DEP. EX.	BATES	PL. OBJ.
	404	3/16 Email Chain	Dep. Ex. 404	PureWick_0006384- PureWick_0006409	H, 402, 403
	405	11/24/16 Letter	Dep. Ex. 405	PureWick_0015039- PureWick_0015041	H, 402, 403
	406	2016 Email Chain	Dep. Ex. 406	PureWick_0064102- PureWick_0064104	H
	408	7/20 Email Chain	Dep. Ex. 408	Newton_0000856- Newton_0000858	H, 402, 403
	409	Consulting Agreement	Dep. Ex. 409	PureWick_0015067- PureWick_0015075	H, 402, 403
	410	2016 Paper	Dep. Ex. 410	PureWick_0051687- PureWick_0051697	
	411	10/14 Email Chain	Dep. Ex. 411	Newton_0006074- Newton_0006076	H, 402, 403
	412	2015 PureWick Instruction Manual	Dep. Ex. 412	PureWick_0022152- PureWick_0022158	H, 402, 403
	414	Notice of Subpoena Omni Med. Sys	Dep. Ex. 414		NE, H, 402, 403
	415	Subpoena to OMNI Medical Systems, Inc.	Dep. Ex. 415	-	NE, H, 402, 403
	416	Omni brochure	Dep. Ex. 416	SAGE00040993- SAGE00041024	H, 402, 403
	417	10/20/06 Letter	Dep. Ex. 417	OMNI_0000112- OMNI_0000112	H, 402, 403, 901
	418	FDA Document	Dep. Ex. 418	OMNI_0000114	H, 402, 403, 901
	419	2007 Contract	Dep. Ex. 419	OMNI_0000089- OMNI_0000111	H, 402, 403, 901
	420	2007 Contract	Dep. Ex. 420	OMNI_0000148- OMNI_0000158	H, 402, 403, 901
	421	Contract	Dep. Ex. 421	OMNI_0000001- OMNI_0000018	H, 402, 403, 901

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>422</b>	2008 Contract	Dep. Ex. 422	OMNI_0000019- OMNI_0000059	H, 402, 403, 901
	<b>423</b>	2009 Contract	Dep. Ex. 423	OMNI_0000117- OMNI_0000145	H, 402, 403, 901
	<b>424</b>	3/18/13 Memorandum	Dep. Ex. 424	OMNI_0000062- OMNI_0000065	H, 402, 403, 901
	<b>425</b>	OMNI Memorandum	Dep. Ex. 425	OMNI_0000159- OMNI_0000168	H, 402, 403, 901
	<b>426</b>	US 7,135,012	Dep. Ex. 426	SAGE00001798- SAGE00001819	H, 402, 403, 901
	<b>427</b>	Omni Power Point	Dep. Ex. 427	OMNI_0000217- OMNI_0000247	H, 402, 403, 901
	<b>428</b>	OMNI Memorandum	Dep. Ex. 428	OMNI_0000060- OMNI_0000061	H, 402, 403, 901
	<b>429</b>	Specification Document	Dep. Ex. 429	OMNI_0000169- OMNI_0000206	H, 402, 403, 901
	<b>430</b>	Timeline Document	Dep. Ex. 430	OMNI_0000209- OMNI_0000209	H, 402, 403, 901
	<b>431</b>	AMXDmax User & Maintenance Guide	Dep. Ex. 431	OMNI_0000379- OMNI_0000388	H, 402, 403, 901
	<b>432</b>	2010 Engineering Change Proposal	Dep. Ex. 432	OMNI_0000066- OMNI_0000067	H, 402, 403, 901
	<b>433</b>	2009 Order Form	Dep. Ex. 433	OMNI_0000146- OMNI_0000146	H, 402, 403, 901
	<b>434</b>	2009 Contract Award	Dep. Ex. 434	OMNI_0000068- OMNI_0000087	H, 402, 403, 901
	<b>435</b>	2007 FDA Letter	Dep. Ex. 435	OMNI_0000207- OMNI_0000208	H, 402, 403, 901
	<b>436</b>	4/30/09 Order	Dep. Ex. 436	OMNI_0000088- OMNI_0000088	H, 402, 403, 901

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>437</b>	Letter	Dep. Ex. 437	OMNI_0000147- OMNI_0000147	H, 402, 403, 901
	<b>438</b>	2011 Price List	Dep. Ex. 438	OMNI_0000144- OMNI_0000145	H, 402, 403, 901
	<b>441</b>	8/4/09 Email and Attachments	Dep. Ex. 441	SANCHEZ001207- SANCHEZ001207	H, 402, 403, 901
	<b>442</b>	Notes	Dep. Ex. 442	SANCHEZ001209- SANCHEZ001209	H, 402, 403, 901
	<b>443</b>	Notes	Dep. Ex. 443	SANCHEZ001210- SANCHEZ001210	H, 402, 403, 901
	<b>444</b>	8/09 Email Chain	Dep. Ex. 444	SANCHEZ001009- SANCHEZ001010	H, 402, 403, 901
	<b>445</b>	1/25/10 Notes	Dep. Ex. 445	SANCHEZ001204- SANCHEZ001204	H, 402, 403, 901
	<b>446</b>	Amendment to Invention Agreement	Dep. Ex. 446	SANCHEZ001176- SANCHEZ001176	H, 402, 403, 901
	<b>447</b>	7/20/10 Notes	Dep. Ex. 447	SANCHEZ001198- SANCHEZ001200	H, 402, 403, 901
	<b>448</b>	Notes	Dep. Ex. 448	SANCHEZ001195- SANCHEZ001197	H, 402, 403, 901
	<b>449</b>	10/15/14 Email	Dep. Ex. 449	SANCHEZ000991- SANCHEZ000991	H, 402, 403, 901
	<b>450</b>	9/4/16 Email	Dep. Ex. 450	SANCHEZ000354- SANCHEZ000355	H, 402, 403, 901
	<b>451</b>	11/17 Email Chain	Dep. Ex. 451	SANCHEZ000372- SANCHEZ000393	H, 402, 403, 901
	<b>452</b>	11/17 Email Chain	Dep. Ex. 452	SANCHEZ001043- SANCHEZ001054	H, 402, 403, 901
	<b>457</b>	Physicals photograph		PureWick_0019767- PureWick_0019767	

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JOINT EX.	DTX	DESCRIPTION	DEP. EX.	BATES	PL. OBJ.
	458	5/29/15 Agreement		PureWick_0050090- PureWick_0050093	H, 402, 403
	459	5/21/15 Letter		PureWick_0015966 - PureWick_0015966	H, 402, 403
	460	PureWick Video		PureWick_0026618- PureWick_0026618	
	461	5/6/16 Email Chain		BIOMED_47-49	Error, H, 402, 403, 901
	462	5/25/16 Email		BIOMED_11-14	H, 402, 403
	463	Application		PureWick_0017977- PureWick_0017981	H, 402, 403
	464	PureWick Document		PureWick_0025880- PureWick_0025881	H, 402, 403
	465	PureWick Consent Form		PureWick_0025924- PureWick_0025925	H, 402, 403
	466	Case Studies		PureWick_0016017- PureWick_0016022	H, 402, 403
	467	Case Studies		PureWick_0016023- PureWick_0016029	H, 402, 403
	468	Case Studies		PureWick_0016030- PureWick_0016031	H, 402, 403
	469	PowerPoint		PureWick0019175- PureWick_0019200	H, 402, 403
	470	PowerPoint		PureWick_0019068- PureWick_0019107	H, 402, 403
	471	9/23/15 Press Release		PureWick_0021911- PureWick_0021912	H
	472	11/15/15 Newsletter		PureWick_0026861- PureWick_0026862	H
	473	4/9/14 Email		NEWTON_424-425	H, 402, 403, 901
	474	4/11/14 Email		NEWTON_430-431	H, 402, 403, 901

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>475</b>	4/12/14 Email		NEWTON_432-433	H, 402, 403, 901
	<b>476</b>	4/13/14 Email		NEWTON_434-35	H, 402, 403, 901
	<b>477</b>	4/22/14 Email		NEWTON_439-440	H, 402, 403, 901
	<b>478</b>	1/16/15 Email		NEWTON_629	H, 402, 403, 901
	<b>479</b>	12/13 Email Chain		NEWTON_865-868	Error, H, 402, 403, 901
	<b>480</b>	4/14/14 Email		NEWTON_4093-4094	Error, H, 402, 403, 901
	<b>481</b>	4/16/14 Email		NEWTON_4095-4096	Error, H, 402, 403, 901
	<b>482</b>	1/20/15 Email		NEWTON_4455-4456	Error, H, 402, 403, 901
	<b>483</b>	4/16/14 Email		NEWTON_6007-6008	Error, H, 402, 403, 901
	<b>484</b>	4/22/14 Email		NEWTON_6009-6010	Error, H, 402, 403, 901
	<b>485</b>	12/5/13 Email		NEWTON_7668-7682	Error, H, 402, 403, 901
	<b>486</b>	6/15 Email Chain		NEWTON_2632-2633	Error, H, 402, 403, 901
	<b>487</b>	7/15 Email Chain		NEWTON_2661-2666	Error, H, 402, 403, 901
	<b>488</b>	2015 Email Chain		NEWTON_2667-2687	Error, H, 402, 403, 901
	<b>490</b>	5/21/15 Letter		PureWick_23808	Error, H, 402, 403, 901
	<b>491</b>	Photograph		PureWick_0019761	
	<b>492</b>	PureWick Document		PureWick_17091-92	H
	<b>496</b>	PureWick Financial Spreadsheet		PureWick_0027004- PureWick_0027004	
	<b>500</b>	Subpoena to Connect Foundation	Dep. Ex. 500	-	NE, H, 402, 403

## Schedule D2 - Sage's Amended Trial Exhibit List

<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>501</b>	Notice of Subpoena to Connect Foundation	Dep. Ex. 501	-	NE, H, 402, 403
	<b>502</b>	Agreement	Dep. Ex. 502	CONNECT_0000100- CONNECT_0000100	H, 402, 403, 901
	<b>503</b>	Connect Application	Dep. Ex. 503	CONNECT_0000055- CONNECT_0000058	H, 402, 403, 901
	<b>504</b>	Connect Application	Dep. Ex. 504	CONNECT_0000059- CONNECT_0000062	H, 402, 403, 901
	<b>505</b>	PureWick Executive Summary	Dep. Ex. 505	CONNECT_0000051- CONNECT_0000052	H, 402, 403, 901
	<b>506</b>	PureWick Executive Summary	Dep. Ex. 506	CONNECT_0000053- CONNECT_0000054	H, 402, 403, 901
	<b>507</b>	PureWick Executive Summary	Dep. Ex. 507	CONNECT_0000038- CONNECT_0000039	H, 402, 403, 901
	<b>508</b>	PureWick PowerPoint	Dep. Ex. 508	CONNECT_0000067- CONNECT_0000083	H, 402, 403, 901
	<b>509</b>	PureWick Power Point	Dep. Ex. 509	CONNECT_0000084- CONNECT_0000099	H, 402, 403, 901
	<b>510</b>	PureWick PowerPoint	Dep. Ex. 510	CONNECT_0000008- CONNECT_0000037	H, 402, 403, 901
	<b>511</b>	PureWick Executive Summary	Dep. Ex. 511	CONNECT_0000063- CONNECT_0000066	H, 402, 403, 901
	<b>512</b>	PureWick Executive Summary	Dep. Ex. 512	CONNECT_0000110- CONNECT_0000112	H, 402, 403, 901
	<b>513</b>	PureWick Executive Summary	Dep. Ex. 513	CONNECT_0000107- CONNECT_0000109	H, 402, 403, 901
	<b>514</b>	Application Form	Dep. Ex. 514	CONNECT_0000041- CONNECT_0000045	H, 402, 403, 901
	<b>515</b>	Application Form	Dep. Ex. 515	CONNECT_0000046- CONNECT_0000050	H, 402, 403, 901

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>516</b>	PureWick Executive Summary	Dep. Ex. 516	CONNECT_0000101- CONNECT_0000103	H, 402, 403, 901
	<b>517</b>	PureWick Executive Summary	Dep. Ex. 517	CONNECT_0000104- CONNECT_0000106	H, 402, 403, 901
	<b>518</b>	PureWick Presentation	Dep. Ex. 518	CONNECT_0000001- CONNECT_0000007	H, 402, 403, 901
	<b>519</b>	Video	Dep. Ex. 519	CONNECT_0000040- CONNECT_0000040	H, 402, 403, 901
	<b>520</b>	Video	Dep. Ex. 520	CONNECT_0000113- CONNECT_0000113	H, 402, 403, 901
	<b>521</b>	Newman Opening Invalidity Report		-	H, Exp, NE, 402, 403
	<b>522</b>	Newman CV		-	H, Exp, 901, 402, 403
	<b>523</b>	Newman, The Urinary Incontinence Sourcebook (1997)		-	H, Exp, 901, 402, 403
	<b>524</b>	Responsive Expert Report of Dr. Diane Newman		-	H, Exp, NE, 402, 403
	<b>525</b>	Clinical Application of Urologic Catheters, Devices and Products		-	H, Exp, 901, 402, 403
	<b>526</b>	Reply Expert Report of Dr. Diane Newman		-	H, Exp, NE, 402, 403
	<b>527</b>	Supplemental Expert Report of Donald Sheldon			
	<b>528</b>	Opening Expert Report of Donald Sheldon		-	H, Exp, NE, 402, 403
	<b>529</b>	Sheldon CV		-	H, 901, EXP, 402, 403
	<b>530</b>	Images from Sheldon Opening Report		-	H, 901, EXP, NE, 402, 403
	<b>531</b>	Responsive Expert Report of Donald Sheldon		-	H, 901, EXP, NE, 402, 403

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>532A-D</b>	Photographs from Sheldon Responsive Report		-	H, 901, EXP, NE, 402, 403
	<b>533</b>	Selected photographs from Exhibit L to Collins' Opening Expert Report		-	Incom; 901
	<b>534</b>	Reply Expert Report of Donald Sheldon		-	H, 901, EXP, NE, 402, 403
	<b>535</b>	Photographs from Sheldon Reply Report		-	H, 901, EXP, NE, 402, 403
	<b>536</b>	Expert Report of Robert Sterne		-	H, 901, EXP, NE, 402, 403
	<b>537</b>	Sterne CV		-	H, 901, EXP, 402, 403
	<b>538</b>	Reply Expert Report of Erika Lietzan		-	H, 901, EXP, NE, 402, 403
	<b>539</b>	Lietzan CV		-	H, 901, EXP, 402, 403
	<b>540</b>	Responsive Expert Report of Vincent A. Thomas		-	H, 901, EXP, NE, 402, 403
	<b>541</b>	Thomas Appendix A		-	H, 901, EXP, NE, 402, 403
	<b>542</b>	Appendix B		-	H, 901, EXP, NE, 402, 403
	<b>543</b>	Thomas Schedule 1.0		-	H, 901, EXP, NE, 402, 403
	<b>544</b>	Thomas Schedule 1.1		-	H, 901, EXP, NE, 402, 403
	<b>545</b>	Thomas Schedule 2a		-	H, 901, EXP, NE, 402, 403
	<b>546</b>	Thomas Schedule 2b		-	H, 901, EXP, NE, 402, 403
	<b>547</b>	Thomas Schedule 3a		-	H, 901, EXP, NE, 402, 403
	<b>548</b>	Thomas Schedule 3b		-	H, 901, EXP, NE, 402, 403
	<b>549</b>	Thomas Schedule 4.0		-	H, 901, EXP, NE, 402, 403
	<b>550</b>	Thomas Schedule 4.1a		-	H, 901, EXP, NE, 402, 403
	<b>551</b>	Thomas Schedule 4.1b		-	H, 901, EXP, NE, 402, 403
	<b>552</b>	Thomas Schedule 4.2		-	H, 901, EXP, NE, 402, 403
	<b>553</b>	Thomas Schedule 4.3a		-	H, 901, EXP, NE, 402, 403
	<b>554</b>	Thomas Schedule 4.3b		-	H, 901, EXP, NE, 402, 403
	<b>555</b>	Thomas Schedule 5.0		-	H, 901, EXP, NE, 402, 403

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JOINT EX.	DTX	DESCRIPTION	DEP. EX.	BATES	PL. OBJ.
	<b>556</b>	Supplemental Expert Report of Vincent A. Thomas		-	
	<b>556a</b>	Thomas Supplemental CV		-	
	<b>556b</b>	Appendix B to Supplemental Expert Report of Vincent A. Thomas		-	
	<b>557a-j</b>	Schedules 1.0, 1.1, 2a, 2b, 3a, 3b, 3c, 3d, 4.0, and 5.0 to Supplemental Thomas Report		-	
	<b>559</b>	6,888,044			402, 403, H, 901
	<b>560</b>	US 2004/0127872			402, 403, H, 901
	<b>561</b>	7,766,887			402, 403, H, 901
	<b>562</b>	7,358,282			402, 403, H, 901
	<b>563</b>	GB 2,062,472		SAGE00022063- SAGE00022069	402, 403, H, 901
	<b>564</b>	5,147,345			402, 403, H, 901
	<b>565</b>	3,382,090			402, 403, H, 901
	<b>566</b>	6,918,899			402, 403, H, 901
	<b>567</b>	Wired, "New Relief for Pilots? It Depends"		SAGE00021397- SAGE00021398	402, 403, H, 901
	<b>568</b>	"How do Pilots Spell Relief: AMXD"		SAGE00043457- SAGE00043459	402, 403, H, 901
	<b>569</b>	"A Solution For An Awkward But Serious Subject"		SAGE00043454- SAGE00043456	402, 403, H, 901
	<b>570</b>	Sage Presentation		SAGE00000109- SAGE00000109	
	<b>571</b>	8/17/17 Memo		PureWick_0014230- PureWick_0014236	H, 402, 403
	<b>572</b>	10/21/16 Memo		PureWick_0014237- PureWick_0014238	H, 402, 403

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JOINT EX.	DTX	DESCRIPTION	DEP. EX.	BATES	PL. OBJ.
	573	8/26/16 Email		PureWick_0014259- PureWick_0014259	H, 402, 403
	574	10/20/16 Memo		PureWick_0014272- PureWick_0014274	H, 402, 403
	575	6/29/17 Email		PureWick_0014310- PureWick_0014311	H, 402, 403
	576	11/27/18 PureWick Document		PureWick_0027928- PureWick_0027934	H, 402, 403
	577	10/21/16 Memo		PureWick_0059075- PureWick_0059076	H, 402, 403
	578	10/20/16 Document		PureWick_0059080- PureWick_0059082	H, 402, 403
	579	Sage Memo	Pl. Dep. Ex. 55	SAGE00023796- SAGE00023797	
	580	7/12/17 Email	Pl. Dep. Ex. 62	SAGE00035249- SAGE00035258	H, 402, 403
	581	2/28/17 Memo		PureWick_0014144- PureWick_0014145	H, 402, 403
	582	10/16/17 Email		SAGE00027411- SAGE00027412	H, 402, 403, Exp
	584	Sage Document		SAGE00028163- SAGE00028192	402, 403
	585	2011-2012 Email Chain		Newton_0001858- Newton_0001863	H, 402, 403
	586	10/23/17 Email Chain		SAGE00037788- SAGE00037789	
	587	<a href="https://www.ejisinc.com/blogs/news/what-is-the-best-moisture-wicking-fabric">https://www.ejisinc.com/blogs/news/what-is-the-best-moisture-wicking-fabric</a>		Report	402, 403, H, 901, Exp

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JOINT EX.	DTX	DESCRIPTION	DEP. EX.	BATES	PL. OBJ.
	588	<a href="https://www.textileinnovations.co.uk/latest-news/what-is-smsor-spunbond-meltblown-spunbond/">https://www.textileinnovations.co.uk/latest-news/what-is-smsor-spunbond-meltblown-spunbond/</a>		Report	402, 403, H, 901, Exp
	594	7/11/19 Document		PureWick_0027935- PureWick_0027982	H, Incom, 901, 402, 403
	595	5/29/19 PowerPoint		PureWick_0027983- PureWick_0027983	H, 901, 402, 403
	596	10/11/16 Document		PureWick_0064152- PureWick_0064152	H, 901, 402, 403
	597	PureWick Document		PureWick_0034331- PureWick_0034331	901
	598	Sage PowerPoint		SAGE00000080- SAGE00000080	402, 403, H, Exp
	602	"Incontinence-associated dermatitis (IAD)"	Dep. Ex. 602	SAGE00000089- SAGE00000090	402, 403, H, 901
	603	PureWick Memo	Dep. Ex. 603	PureWick_0014230- PureWick_0014236	H, 402, 403
	604	PureWick Memo	Dep. Ex. 604	PureWick_0014237- PureWick_0014238	H, 402, 403
	605	8/26/16 Email	Dep. Ex. 605	PureWick_0014259- PureWick_0014259	H, 402, 403
	606	10/20/16 Document	Dep. Ex. 606	PureWick_0014272- PureWick_0014274	H, 402, 403, 901
	607	6/29/17 Email	Dep. Ex. 607	PureWick_0014310- PureWick_0014311	H, 402, 403
	616	Stryker Memo	Dep. Ex. 616	SAGE00031466- SAGE00031471	H
	617	PrimoFit Brochure	Dep. Ex. 617	SAGE00033494- SAGE00033494	

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>618</b>	Sage Document	Dep. Ex. 618	SAGE00031282- SAGE00031288	H
	<b>621</b>	Technical Drawing	Dep. Ex. 621	SAGE00021478- SAGE00021478	
	<b>627</b>	AATCC Test Methods		PureWick_EXP_00015 64-68	402, 403, H, 901
	<b>628</b>	AATCC Test Method	Dep. Ex. 628	-	402, 403, H, 901
	<b>632</b>	61/955,537 Provisional Application (certified)	Dep. Ex. 632	PureWick_0002112- PureWick_0002136	
	<b>633</b>	62/084,078 Provisional Application	Dep. Ex. 633	PureWick_0006789- PureWick_0006812	
	<b>634</b>	15/171,968 Application	Dep. Ex. 634	PureWick_0004392- PureWick_0004410	
	<b>639</b>	Financial Spreadsheet	Dep. Ex. 639	PureWick_0030211- PureWick_0030211	402, 403, 901
	<b>640</b>	Financial Document	Dep. Ex. 640	PureWick_0034331- PureWick_0034331	402, 403, 901
	<b>641</b>	Stryker Document	Dep. Ex. 641	SAGE00029359- SAGE00029391	H
	<b>650</b>	"Urinary Track Infection in Adults"		SAGE00026997- SAGE00027004	402, 403, H, 901
	<b>651</b>	4/19/19 PowerPoint	Pl. Dep. Ex. 105	SAGE00029013- SAGE00029048	Incom; 901, H, 402, 403
	<b>652</b>	Instructions for Use		SAGE00030399- SAGE00030400	H, 402, 403
	<b>653</b>	Sage Document		SAGE00031452- SAGE00031461	H, 402, 403
	<b>654</b>	Brochure		SAGE00033494- SAGE00033494	

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>655</b>	Instructions for Use		SAGE00033496- SAGE00033496	
	<b>656</b>	PowerPoint Presentation		SAGE00033788	402, 403, H
	<b>657</b>	PowerPoint Presentation	Pl. Dep. Ex. 18	SAGE00035988	402, 403, H
	<b>658</b>	9/23/19 PowerPoint	Pl. Dep. Ex. 4	SAGE00036528- SAGE00036590	402, 403, H
	<b>659</b>	Sage Powerpoint		SAGE00033788	402, 403, H
	<b>679</b>	Sage PowerPoint	Pl. Dep. Ex. 50	SAGE00033392- SAGE00033434	402, 403, H
	<b>680</b>	Technical Drawings		SAGE00021467- SAGE00021468	
	<b>681</b>	Technical Drawing		SAGE00021479- SAGE00021479	
	<b>682</b>	Sage Document	Pl. Dep. Ex. 84	SAGE00031466- SAGE00031471	402, 403, H
	<b>683</b>	Sage Document	Pl. Dep. Ex. 85	SAGE00031552- SAGE00031564	402, 403, H
	<b>684</b>	Brochure	Pl. Dep. Ex. 104	SAGE00021404- SAGE00021404	
	<b>685</b>	IFU		SAGE00021422- SAGE00021422	402, 403, H
	<b>686</b>	Technical Drawing		SAGE00021455- SAGE00021458	
	<b>687</b>	Technical Drawing		SAGE00021459- SAGE00021466	
	<b>688</b>	Technical Drawing		SAGE00021467- SAGE00021468	
	<b>689</b>	Technical Drawing		SAGE00021469- SAGE00021470	

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<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>690</b>	Technical Drawing		SAGE00021471- SAGE00021472	
	<b>691</b>	Technical Drawing		SAGE00021473- SAGE00021473	
	<b>692</b>	Technical Drawing		SAGE00021474- SAGE00021474	
	<b>693</b>	Technical Drawing		SAGE00021475- SAGE00021475	
	<b>694</b>	Technical Drawing		SAGE00021476- SAGE00021476	
	<b>695</b>	Technical Drawing		SAGE00021477- SAGE00021477	
	<b>696</b>	Technical Drawing		SAGE00021478- SAGE00021478	
	<b>697</b>	Technical Drawing		SAGE00021479- SAGE00021479	
	<b>698</b>	Technical Drawing		SAGE00021480- SAGE00021481	
	<b>699</b>	Technical Drawing		SAGE00021482- SAGE00021482	
	<b>700</b>	10,857,025		SAGE00040936- SAGE00040990	H, 402, 403
	<b>701</b>	D882,768		SAGE00043465- SAGE00043474	H, 402, 403
	<b>702</b>	11,000,401		SAGE00043559- SAGE00043611	H, 402, 403
	<b>703</b>	US 17/013,822		-	H, 402, 403
	<b>704</b>	US 16/276,191		-	H, 402, 403
	<b>719</b>	11/29/16 Email	Pl. Dep. Ex. 5	SAGE00026445- SAGE00026445	

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JOINT EX.	DTX	DESCRIPTION	DEP. EX.	BATES	PL. OBJ.
	720	<a href="https://homecare.stryker.com/store/p/57-Microclimate-Body-Pad-Standard-Size.aspx">https://homecare.stryker.com/store/p/57-Microclimate-Body-Pad-Standard-Size.aspx</a>		Report	H, 402, 403, 901, Unt
	721	PowerPoint Presentation	Pl. Dep. Ex. 6	SAGE00030464-SAGE00030464	H
	722	Photographs		SAGE00030401-SAGE00030402	H, 402, 403, 901
	723	Schematic		SAGE00030403-SAGE00030408	H, 402, 403
	724	Photograph		SAGE00030409-SAGE00030410	H, 402, 403, 901
	726	Specification		SAGE00030411-SAGE00030463	H, 402, 403, 901
	727	Project Charter	Pl. Dep. Ex. 72	SAGE00034065-SAGE00034067	H, 402, 403
	728	Drawings	Pl. Dep. Ex. 74	SAGE00034755-SAGE00034761	H, 402, 403
	729	12/17/19 Email	Pl. Dep. Ex. 15	SAGE00036921-SAGE00036921	H, 402, 403, 901
	730	1/2/20 Email Chain		SAGE00036975-SAGE00036991	H, 402, 403
	731	4/9/20 Email	Pl. Dep. Ex. 3	SAGE00037157-SAGE00037158	H, 402, 403, 901
	732	Sage Document		SAGE00037268-SAGE00037268	H, 402, 403
	733	Document		SAGE00037942-SAGE00037956	H, 402, 403, 901
	734	Executive Summary	Pl. Dep. Ex. 2	SAGE00040435-SAGE00040447	H, 402, 403

## Schedule D2 - Sage's Amended Trial Exhibit List

<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>735</b>	Photograph		SAGE00040838- SAGE00040838	H, 402, 403, 901
	<b>736</b>	1/31/20 Email		SAGE00037025- SAGE00037026	H, 402, 403
	<b>737</b>	10/20/2020 Email		SAGE00040648	H, 402, 403, 901
	<b>738</b>	Presentation		SAGE00040769- SAGE00040772	H, 402, 403
	<b>739</b>	Presentation		SAGE00040419	H, 402, 403
	<b>740</b>	Report		SAGE00040450- SAGE00040462	H, 402, 403
	<b>741</b>	Presentation		SAGE00037128- SAGE00037136	H, 402, 403
	<b>742</b>	Presentation		SAGE00034013- SAGE00034017	H, 402, 403
	<b>743</b>	Report		SAGE00034072- SAGE00034089	H, 402, 403
	<b>744</b>	Sage Document		SAGE00023081	H, 402, 403
	<b>745</b>	Project Timeline		SAGE00027235	H, 402, 403
	<b>746</b>	NPD Presentation	Pl. Dep. Ex. 82	SAGE00023094	H, 402, 403
	<b>747</b>	2014 Document		SAGE00024070	H, 402, 403
	<b>748</b>	7/18/14 Document		SAGE00023083- SAGE00023092	H, 402, 403
	<b>749</b>	6/10/14 Document		SAGE00026948- SAGE00026948	H, 402, 403, 901
	<b>750</b>	2014 Document		SAGE00026949- SAGE00026950	H, 402, 403
	<b>751a</b>	Sales Spreadsheet	Pl. Dep. Ex. 6	SAGE00043464	
	<b>751b</b>	Sales Spreadsheet		SAGE00043612	
	<b>751c</b>	Sales Spreadsheet		SAGE00043613	

## Schedule D2 - Sage's Amended Trial Exhibit List

<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>752</b>	Financial Spreadsheet		SAGE00043555- SAGE00043555	H, 402, 403
	<b>753</b>	10/18/16 Email	Pl. Dep. Ex. 23	SAGE00028588- SAGE00028588	H, 402, 403
	<b>754</b>	Sage Spreadsheet	Pl. Dep. Ex. 24	SAGE00028589- SAGE00028589	H, 402, 403
	<b>755</b>	7/16/18 PowerPoint	Pl. Dep. Ex. 11	SAGE00028998- SAGE00028998	H
	<b>756</b>	Sage Spreadsheet		SAGE00029003- SAGE00029003	H, 402, 403
	<b>757</b>	2016 PureWick Business Plan		PureWick_0020788- PureWick_0020810	
	<b>758</b>	Financial Spreadsheet		PureWick_0030253- PureWick_0030253	H, 402, 403
	<b>759</b>	10/27/16 Email	Pl. Dep. Ex. 25	PureWick_0064055- PureWick_0064057	H, 402, 403
	<b>760</b>	7/29/16 Email	Pl. Dep. Ex. 9	PureWick_0064060- PureWick_0064062	H, 402, 403
	<b>761</b>	PureWick Document		PureWick_0014327- PureWick_0014337	
	<b>762</b>	Financial Spreadsheet		PureWick_0064464- PureWick_0064465	
	<b>763</b>	Financial Spreadsheet		PureWick_0064466- PureWick_0064467	
	<b>764</b>	October 2016 Memorandum		SAGE00024400	H, 402, 403
	<b>765</b>	Sage PowerPoint	Pl. Dep. Ex. 32	SAGE00025671- SAGE00025675	
	<b>766</b>	Spreadsheet		SAGE00000488	
	<b>767</b>	Spreadsheet		SAGE00021490	

## Schedule D2 - Sage's Amended Trial Exhibit List

<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>769</b>	Report		PureWick_0017753- PureWick_0017753	H, 402, 403
	<b>770</b>	6/23/17 Email		PureWick_0049279- PureWick_0049280	H, 402, 403
	<b>771</b>	Report		SAGE00027574	H
	<b>772</b>	PowerPoint		SAGE00035465- SAGE00035509	
	<b>773</b>	5/18 Email Chain		SAGE00038681- SAGE00038682	H, 402, 403
	<b>774</b>	Financial Document		SAGE00033918	H, 402, 403
	<b>776</b>	Sage PowerPoint		SAGE00028962- SAGE00028962	H
	<b>780</b>	Sage Document		SAGE00026209- SAGE00026210	H, 402, 403
	<b>800</b>	Sage's Fourth Supplemental Objections and Responses to Plaintiff's Interrogatories (Nos. 1-6, 8, and 10)		-	H, 402, 403, NE, Exp
	<b>801</b>	Sage's Third Supplemental Objections and Responses to Plaintiff's First Set of Interrogatories Nos. 4-6 and 9		-	H, 402, 403, NE, Exp
	<b>802</b>	Sage's Responses to Plaintiff's Third Set of Interrogatories Nos. 13-23		-	H, 402, 403, NE, Exp
	<b>803</b>	PureWick's Seventh Response to Interrogatories (Nos. 1-11)		-	H, 402, 403, NE, Exp
	<b>804</b>	PureWick's Responses to Sage's Third Set of Interrogatories Nos. 14-16		-	H, 402, 403, NE, Exp

## Schedule D2 - Sage's Amended Trial Exhibit List

<b>JOINT EX.</b>	<b>DTX</b>	<b>DESCRIPTION</b>	<b>DEP. EX.</b>	<b>BATES</b>	<b>PL. OBJ.</b>
	<b>805</b>	Sage's Supplemental Initial Disclosures		-	H, 402, 403, NE, Exp
	<b>806</b>	Sage's Final Invalidity Contentions		-	H, 402, 403, NE, Exp
	<b>807</b>	Sage's Privilege Log		-	H, 402, 403, NE, Exp
	<b>814</b>	Sage Document	Pl. Dep. Ex. 59		H, 402, 403
	<b>815</b>	Sage Document	Pl. Dep. Ex. 61		H, 402, 403
	<b>816</b>	Sage Document	Pl. Dep. Ex. 67		H, 402, 403
	<b>817</b>	6/19 Email Chain	Pl. Dep. Ex. 16 (Ulreich)		H, 402, 403
	<b>818</b>	Final Written Decision			H, 402, 403, NE, Exp
	<b>820</b>	IPR2020-01426 - Petition		-	H, 402, 403, NE, Exp
	<b>821</b>	IPR2020-01426 - Declaration of Dr. Diane Newman		-	H, 402, 403, NE, Exp
	<b>822</b>	IPR2020-01426 - Second Declaration of Dr. Diane Newman		-	H, 402, 403, NE, Exp
	<b>823</b>	IPR2020-01426 - Institution Decision		-	H, 402, 403, NE, Exp
	<b>824</b>	IPR2020-01426 - Petitioner's Reply		-	H, 402, 403, NE, Exp
	<b>825</b>	<a href="https://sageproductsglobal.com/company-profile-3/">https://sageproductsglobal.com/company-profile-3/</a>		Report	H, 402, 403, NE, NP, Unt, 901
	<b>826</b>	<a href="https://sageproductsglobal.com/history/">https://sageproductsglobal.com/history/</a>		Report	H, 402, 403, NE, NP, Unt, 901
	<b>827</b>	<a href="https://investors.stryker.com/press-releases/news-details/2016/Stryker-Announces-Definitive-Agreement-to-Acquire-Sage-Products-LLC-from-Madison-Dearborn-Partners-for-2775-Billion/default.aspx">https://investors.stryker.com/press-releases/news-details/2016/Stryker-Announces-Definitive-Agreement-to-Acquire-Sage-Products-LLC-from-Madison-Dearborn-Partners-for-2775-Billion/default.aspx</a>		Report	H, 402, 403, NE, NP, Unt, 901
	<b>828</b>	<a href="https://www.urologyhealth.org/urology-a-z/u/urinary-incontinence">https://www.urologyhealth.org/urology-a-z/u/urinary-incontinence</a>		Report	H, 402, 403, NE, NP, Unt, 901

## Schedule D2 - Sage's Amended Trial Exhibit List

JOINT EX.	DTX	DESCRIPTION	DEP. EX.	BATES	PL. OBJ.
	829	<a href="https://www.merckmanuals.com/home/special-subjects/hospital-care/incontinence-due-to-hospitalization">https://www.merckmanuals.com/home/special-subjects/hospital-care/incontinence-due-to-hospitalization</a>		Report	H, 402, 403, NE, NP, Unt, 901
	830	<a href="https://www.cancertherapyadvisor.com/home/decision-support-in-medicine/hospital-medicine/foley-catheters/">https://www.cancertherapyadvisor.com/home/decision-support-in-medicine/hospital-medicine/foley-catheters/</a>		Report	H, 402, 403, NE, NP, Unt, 901
	831	<a href="https://www.healthline.com/health/intermittent-catheterization#conditions">https://www.healthline.com/health/intermittent-catheterization#conditions</a>		Report	H, 402, 403, NE, NP, Unt, 901
	832	<a href="https://wellnessbriefs.com/blog/2016/09/22/absorbent-adult-diapers-features-and-benefits/">https://wellnessbriefs.com/blog/2016/09/22/absorbent-adult-diapers-features-and-benefits/</a>		Report	H, 402, 403, NE, NP, Unt, 901
	833	<a href="https://share.upmc.com/2017/06/adult-diaper-facts/">https://share.upmc.com/2017/06/adult-diaper-facts/</a>		Report	H, 402, 403, NE, NP, Unt, 901
	834	<a href="https://www.webmd.com/men/guide/urinary-incontinence-products-for-men">https://www.webmd.com/men/guide/urinary-incontinence-products-for-men</a>		Report	H, 402, 403, NE, NP, Unt, 901
	835	<a href="https://www.stryker.com/content/dam/stryker/sage/products/primafit/resources/Sage-PrimaFit-Brochure.pdf">https://www.stryker.com/content/dam/stryker/sage/products/primafit/resources/Sage-PrimaFit-Brochure.pdf</a>		Report	H, 402, 403, NE, NP, Unt, 901
	836	<a href="https://www.stryker.com/content/dam/stryker/sage/products/primofit/resources/Sage-PrimoFit-Brochure.pdf">https://www.stryker.com/content/dam/stryker/sage/products/primofit/resources/Sage-PrimoFit-Brochure.pdf</a>		Report	H, 402, 403, NE, NP, Unt, 901
	837	<a href="https://www.hollister.com/-/media/files/pdfs-for-download/continence-care/hol_ccbl_male-female-urinarypouch-product-information_921839.ashx">https://www.hollister.com/-/media/files/pdfs-for-download/continence-care/hol_ccbl_male-female-urinarypouch-product-information_921839.ashx</a>		Report	H, 402, 403, NE, NP, Unt, 901

## Schedule D2 - Sage's Amended Trial Exhibit List

JOINT EX.	DTX	DESCRIPTION	DEP. EX.	BATES	PL. OBJ.
	838	<a href="https://www.hollister.com/-/media/files/pdfs-for-download/continencecare/care-tips-for-male-urinary-pouch-922091-812.ashx">https://www.hollister.com/-/media/files/pdfs-for-download/continencecare/care-tips-for-male-urinary-pouch-922091-812.ashx</a>		Report	H, 402, 403, NE, NP, Unt, 901
	839	<a href="https://www.hollister.com/-/media/files/pdfs-for-download/continence-care/care-tips-for-female-urinary-pouch-922092-812.ashx">https://www.hollister.com/-/media/files/pdfs-for-download/continence-care/care-tips-for-female-urinary-pouch-922092-812.ashx</a>		Report	H, 402, 403, NE, NP, Unt, 901
	840	<a href="https://activkare.com/collections/men-s-acticuf">https://activkare.com/collections/men-s-acticuf</a>		Report	H, 402, 403, NE, NP, Unt, 901
	841	<a href="https://activkare.myshopify.com/pages/acticuf">https://activkare.myshopify.com/pages/acticuf</a>		Report	H, 402, 403, NE, NP, Unt, 901
	842	<a href="https://www.tillacare.com/">https://www.tillacare.com/</a>		Report	H, 402, 403, NE, NP, Unt, 901
	843	<a href="https://thetinklebelle.com/">https://thetinklebelle.com/</a>		Report	H, 402, 403, NE, NP, Unt, 901
	844	<a href="https://www.mayoclinic.org/diseases-conditions/urinary-incontinence/in-depth/urinary-incontinence-surgery/art-20046858">https://www.mayoclinic.org/diseases-conditions/urinary-incontinence/in-depth/urinary-incontinence-surgery/art-20046858</a>		Report	H, 402, 403, NE, NP, Unt, 901
	845	<a href="https://www.everydayhealth.com/incontinence/biofeedback-treatment.aspx">https://www.everydayhealth.com/incontinence/biofeedback-treatment.aspx</a>		Report	H, 402, 403, NE, NP, Unt, 901
	846	<a href="https://www.aafp.org/afp/2005/0115/p315.html">https://www.aafp.org/afp/2005/0115/p315.html</a>		Report	H, 402, 403, NE, NP, Unt, 901
	847	<a href="https://www.stryker.com/us/en/sage/products/sage-primafit.html">https://www.stryker.com/us/en/sage/products/sage-primafit.html</a>		Report	H, 402, 403, NE, NP, Unt, 901
	848	<a href="https://www.stryker.com/us/en/sage/products/sage-primofit.html">https://www.stryker.com/us/en/sage/products/sage-primofit.html</a>		Report	H, 402, 403, NE, NP, Unt, 901

## Schedule D2 - Sage's Amended Trial Exhibit List

JOINT EX.	DTX	DESCRIPTION	DEP. EX.	BATES	PL. OBJ.
	849	<a href="https://homecare.stryker.com/store/p/58-Microclimate-Body-Pad-Large-Size-Full-Body.aspx">https://homecare.stryker.com/store/p/58-Microclimate-Body-Pad-Large-Size-Full-Body.aspx</a>		Report	H, 402, 403, NE, NP, Unt, 901
	851	Drawing		SAGE00000146- SAGE00000148	
	852	Drawing		SAGE00000149- SAGE00000151	
	853	PrimaFit SOP		SAGE00000358- SAGE00000365	
	854	Specification		SAGE00024946	
	855	Specification		SAGE00024948	
	856	Letter		SAGE00025046	H, 402, 403
	857	Sage Document		SAGE00025094- SAGE00025095	H, 402, 403
	858	Sage Document		SAGE00025096	H
	859	Spreadsheet		SAGE00030397	H, 402, 403
	875	2/3/2021 Quinn Email to McAndrews		-	H, 402, 403, NE
	876	2020-2021 Email Chain		-	H, 402, 403, NE, 901
	877	2/12/2021 McAndrews Email to Quinn		-	H, 402, 403, NE, 901
	890	<a href="https://www.hcd.com/need-medical-supplies/foley-catheter/">https://www.hcd.com/need-medical-supplies/foley-catheter/</a>		Report	H, 402, 403, NE, NP, Unt, 901
	891	<a href="https://www.nice.org.uk/guidance/cg139/ifp/chapter/long-term-use-of-urinary-catheters">https://www.nice.org.uk/guidance/cg139/ifp/chapter/long-term-use-of-urinary-catheters</a>		Report	H, 402, 403, NE, NP, Unt, 901
	892	<a href="https://www.nhs.uk/conditions/urinary-catheters/living-with/">https://www.nhs.uk/conditions/urinary-catheters/living-with/</a>		Report	H, 402, 403, NE, NP, Unt, 901

## Schedule D2 - Sage's Amended Trial Exhibit List

JOINT EX.	DTX	DESCRIPTION	DEP. EX.	BATES	PL. OBJ.
	893	<a href="https://www.bls.gov/ooh/arcure-and-engineering/biomedical-engineers.htm#tab-5">https://www.bls.gov/ooh/arcure-and-engineering/biomedical-engineers.htm#tab-5</a>		Report	H, 402, 403, NE, NP, Unt, 901
	894	<a href="https://www.aha.org/statistics/fast-facts-us-hospitals">https://www.aha.org/statistics/fast-facts-us-hospitals</a>		Report	H, 402, 403, NE, NP, Unt, 901
	895	<a href="https://www.stryker.com/us/en/about/patents/medical-patents.html">https://www.stryker.com/us/en/about/patents/medical-patents.html</a>		Report	H, 402, 403, NE, NP, Unt, 901
	900	Sage PrimaFit - Physical			H, 402, 403
	901	Sage PrimoFit - Physical			H, 402, 403
	902	PureWick product - Physical		PureWick_00030206- PureWick_00030210	
	903	Photographs of Sage Prototypes			H, 402, 403, NE, NP, Unt, 901
	904	Sage Microclimate Body Pad			H, 402, 403, NE, NP, Unt, 901
	906	Photographs of PureWick pre-August 2016 products			H, 402, 403, NP, Unt, 901

\* To the extent not identified above, Sage further identifies any exhibit identified in its deposition designations and counter desi

\*\* To the extent not identified above, Sage further reserves the right to use exhibits on PureWick's exhibit list

# **SCHEDULE D3**

JTX No.	PTX/DTX No.	Title	Date	Beg. Bates No.	End Bates No.
1	PTX1/DTX001	U.S. Patent No. 8,287,508	10/16/2012	PUREWICK_0001877	PUREWICK_0001883
2	PTX2/DTX003	U.S. Patent No. 10,226,376	3/12/2019	PUREWICK_0001884	PUREWICK_0001940
3	PTX3/DTX002	U.S. Patent No. 10,390,989	8/27/2019	PUREWICK_0001941	PUREWICK_0001982
4	PTX4/DTX004	U.S. Patent No. 10,376,407	8/13/2019	PUREWICK_0007220	PUREWICK_0007226
5	PTX5/DTX026	Certified File History No. 10,226,376 - App. No. 15611587		PUREWICK_0000124	PUREWICK_0000823
6	PTX6/DTX024	Certified File History No. 10,390,989 - App. No. 15260103		PUREWICK_0000824	PUREWICK_0001876
7	PTX210/DTX322	Email from Sanchez to Newton	8/4/2009	NEWTON_0005496	NEWTON_0005498
9	PTX204/DTX311	PureWick brochure		PUREWICK_0014538	PUREWICK_0014539
10	PTX198/DTX290	Disclosure Schedules to the Agreement and Plan of Merger by and Among C.R. Bard, Inc., Candle Acquisition Corp., PureWick Corporation, and the Securityholder Representative	6/16/2017	PUREWICK_0015323	PUREWICK_0015361
11	PTX197/DTX457	Photograph of devices		PUREWICK_0019767	PUREWICK_0019767
12	PTX199/DTX298	Agreement and Plan of Merger by and Among C.R. Bard, Inc., Candle Acquisition Corp., PureWick Corporation, and the Securityholder Representative (Execution Copy)	6/16/2017	PUREWICK_0020343	PUREWICK_0020446
13	PTX723/DTX902	Physical sample of PureWick FEC Device		PUREWICK_00030206-210	PUREWICK_00030264
14	PTX724/DTX900	Physical Sample of PrimaFit Device			
15	PTX732/DTX901	Physical Sample of PrimoFit Device			

# **SCHEDULE E1**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

PUREWICK CORPORATION,	)	
	)	
Plaintiff/Counterclaim Defendant,	)	
	)	C.A. No. 19-1508-MN
v.	)	
	)	
SAGE PRODUCTS, LLC,	)	
	)	
Defendant/Counterclaim Plaintiff.	)	
	)	

**PLAINTIFF’S TRIAL WITNESS LIST**

Pursuant to Local Rule 16.3 and Federal Rule of Civil Procedure 16(a)(3)(A)(i) and (ii), Plaintiff provides below an identification of the witnesses whose testimony it may present at trial. The inclusion of a witness on this list does not require Plaintiff to call that witness to testify, and does not imply or establish that Plaintiff has the power to compel the live testimony of that witness or make that witness available to the opposing party.

Plaintiff expressly reserves the right to call any witness identified by Defendant at any point before or during trial, whether or not listed on Plaintiff’s list below, live or by deposition designations. Plaintiff also expressly reserves the right to call any witness live or by deposition designations (or to offer additional deposition designations from witnesses identified herein) for purposes of rebuttal, impeachment, or authentication of a document or as required by any of the Court’s pretrial or trial rulings. Plaintiff also reserves its right to change or modify this list as permitted by the Federal Rules of Civil Procedure, Local Rules, or Orders of the Court.

**I. PLAINTIFF’S WILL CALL WITNESSES**

Plaintiff expects to call the following witnesses live at trial:

1. **Dr. John Collins**

2. **John Gohde**
3. **Arrigo D. Jezzi**
4. **Dr. Gregory Leonard**
5. **Dr. Camille Newton**
6. **Dr. Edward Yun**

## **II. PLAINTIFF'S MAY CALL WITNESSES**

Plaintiff may call the following witnesses at trial, live or by deposition:

1. **Nick Alexander** (by deposition or live)
2. **Brett Blabas** (by deposition or live)
3. **Jason Bobay** (by deposition)
4. **Brian Burn** (live)
5. **Brian Ecklund** (by deposition or live)
6. **Gregory Mann** (live)
7. **Raymond Newton** (live)
8. **Kelsey Paskal** (by deposition or live)
9. **Kristin Sexton** (by deposition)
10. **Jill Thompson** (by deposition)
11. **Daniel Ulreich** (by deposition)
12. **Robert Sanchez** (by deposition or live)
13. **Paul Zani** (by deposition or live)

## **SCHEDULE E2a**

**PUREWICK'S DESIGNATION OBJECTION KEY**

<b>Objection Code</b>	<b>Objection</b>	<b>Explanation</b>
106	Improper counter-designations	Sage's counter-designations are improper because Sage failed to indicate the direct testimony to which the counter-designation related and, therefore, it is not possible to evaluate whether the counter-designation ought, in fairness, be considered contemporaneously with the affirmative designation. See FRE 106
402	Irrelevant	Exhibit is not relevant to issues in the case
403	More prejudicial than probative	Exhibit's probative value is outweighed by a danger of one unfair prejudice, confusing the issues, misleading the jury, undue delay, wasting time, or needlessly presenting cumulative evidence
408	Settlement privilege	
602	Witness lacks personal knowledge	See FRE 602
611	Leading	
H	Hearsay	Designation contains or is hearsay (i.e., an out of court statement offered for the truth of the matter asserted), and no exception or exclusion applies
F	Lacks foundation	
Incom	Designation is incomplete	Incomplete designation, such as only partially designating an answer
Exp	Improper opinion, unqualified expert opinion, improper disclosure of otherwise inadmissible facts/data	See FRE 701, 702, 703
BSD	Beyond the scope of the designations	FRE 611(b)
ARG	Argumentative	
CLC	Calls for a legal conclusion	
COM	Compound	
CS	Calls for speculation	
V	Vague and Ambiguous	

NAR	Narrative	
Error	Likely clerical error	Likely clerical error including designation not existing

**Sage's Objections to PureWick's Initial Designations**

<b><u>Number</u></b>	<b><u>Objection</u></b>
1	Irrelevant
2	Lacks foundation / lacks personal knowledge
3	Calls for Speculation
4	Hearsay
5	Vague and Ambiguous
6	Asked and Answered
7	Argumentative
8	Hypothetical
9	Privilege
10	Leading
11	Compound
12	Mischaracterization
13	Best Evidence
14	Calls for Legal Conclusion
15	Assumes facts not in evidence
16	Non-responsive
17	Rule 403
18	Outside scope of 30(b)(6)
19	Not testimony / Not responding to a question
20	Opinion / Expert opinion testimony by non-expert / Rule 701
21	Rule 702
22	Calls for a narrative
23	Object to the extent misuses PrimaFit 2.0 testimony outside the scope of NIA
MIL1 / MIL2	Objectionable as set forth in Stryker Motion in Limine Nos. 1 or 2
CONT	Testimony relates to contingent designations including designations subject to outstanding motions
DAUB-Collins	Addresses issues raised in Stryker's <i>Daubert</i> motion and motion to strike Collins
DAUB-Jezzi	Addresses issues raised in Stryker's <i>Daubert</i> motion and motion to strike Jezzi
DAUB-Leonard	Addresses issues raised in Stryker's <i>Daubert</i> motion and motion to strike Leonard
Outside Scope	Outside scope of designation

**PureWick's Deposition Designations**

<b>Nick Alexander</b>			
<b>PureWick Designations</b>	<b>Sage's Objections(s)</b>	<b>Sage's Counter-Designations</b>	<b>PureWick's Objections</b>
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PureWick Designations	Sage's Objections(s)	Sage's Counter-Designations	PureWick's Objections
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[illegible]

<b>Nick Alexander</b>			
<b>PureWick Designations</b>	<b>Sage's Objections(s)</b>	<b>Sage's Counter-Designations</b>	<b>PureWick's Objections</b>

<b>Brett Blabas</b>			
<b>PureWick Designations</b>	<b>Sage's Objections(s)</b>	<b>Sage's Counter-Designations</b>	<b>PureWick's Objection(s)</b>
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PureWick Designations	Sage's Objections(s)	Sage's Counter-Designations	PureWick's Objection(s)
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119:2-5	1, 4, 12, 15, 17	75:3-20	H, BSD, 402, 403, 106
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160:19-24	1, 4, 15, 17	86:7-8	H, BSD, 402, 403, 106
161:25-162:7		86:17-18	H, BSD, 106, 402, 403, 106
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PureWick Designations	Sage's Objections(s)	Sage's Counter-Designations	PureWick's Objection(s)
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		172:8-15	H, BSD, 106, 402, 403
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		174:13-16	H, BSD, 106, 402, 403
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		176:18-177:3	H, BSD, 106, 402, 403
		177:15-17	H, BSD, 106, 402, 403
		177:21-178:5	H, BSD, 106, 402, 403
		179:21-180:2	H, BSD, 106, 402, 403
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		184:18-21	H, BSD, 106, 402, 403
		184:24-185:3	H, BSD, 106, 402, 403
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PureWick Designations	Sage's Objections(s)	Sage's Counter-Designations	PureWick's Objection(s)
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		213:25-214:3	H, BSD, 106, 402, 403
		214:5-9	H, BSD, 106, 402, 403
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PureWick Designations	Sage's Objections(s)	Sage's Counter-Designations	PureWick's Objection(s)
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		235:2-7	H, BSD, 106, 402, 403
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		237:8-10	H, BSD, 106, 402, 403
		237:13-16	H, BSD, 106, 402, 403
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Brett Blabas			
PureWick Designations	Sage's Objections(s)	Sage's Counter-Designations	PureWick's Objection(s)
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		280:12-13	H, BSD, 106, 402, 403, F
		283:22-284:17	H, BSD, 106, 402, 403
		287:12-14	H, BSD, 106, 402, 403
		287:19-21	H, BSD, 106, 402, 403
		295:18-22	H, BSD, 106, 402, 403
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		299:2-7	H, BSD, 106, 402, 403
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		300:7-14	H, BSD, 106, 402, 403
		300:17-20	H, BSD, 106, 402, 403
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<b>Brett Blabas</b>			
<b>PureWick Designations</b>	<b>Sage's Objections(s)</b>	<b>Sage's Counter-Designations</b>	<b>PureWick's Objection(s)</b>
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		320:13-18	H, BSD, 106, 402, 403, F, 602

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17:2-17		18:2-25	BSD, H, 106, 402, 403, NAR
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25:20-24		21:2-11	BSD, H, 106, 402, 403
30:16-23		21:21-25	BSD, H, 106, 402, 403
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33:14-17		23:24-25	BSD, H, 106, 402, 403
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46:20-47:7	1, 17, MIL2	24:11-12	BSD, H, 402, 403, 106
47:15-17		32:10-13	BSD, H, 106, 402, 403
49:20-50:3		32:19-21	BSD, H, 106, 402, 403
52:16-22	1, 17, MIL2	32:25	BSD, H, 402, 403, 106
62:17-63:7	1, 17	33:2-3	BSD, H, 402, 403, F, CS, V, 106
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76:10-77:6		44:13-16	BSD, 106, 402, 403
78:10-16	1, 2, 15, 17	44:19-20	BSD, 402, 403, 106
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79:17-80:12		75:11-12	F, V, 106, 402, 403
82:21-83:14		81:14-16	BSD, 106, 402, 403
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103:11-19		92:2-4	106
104:23-25	1, 2, 15, 17	92:20-22	106
105:17-107:13	1, 2, 15, 17	93:20-24	106
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129:15-17		96:2-25	BSD, H, 106, 402, 403, NAR, F
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130:18-25		100:17-25	BSD, H, 106, 402, 403, NAR, V
131:11-13		101:2-25	BSD, H, 106, 402, 403, NAR, V
132:9-133:17 (note errata change)		107:21-22	106, 402
139:20-140:5	1, 15, 17	108:17-20	402, 403, V, F
146:4-10		108:23-24	106, 402, 403, V, F
146:23-147:6		128:10-25	BSD, V, 106, 402, F
157:8-13	1, 2, 3, 15, 17	129:2-7	BSD, V, 402, F
169:10-17	1, 15, 17	129:10-12	BSD, V, 402, F
170:3-10	1, 15, 17	129:2-7	BSD, V, 402, 403, F
173:8-22	1, 2, 15, 17	129:10-12	BSD, V, 402, 403, F
174:15-175:7		131:14-19	106, 402, 403, V
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		154:19-25	BSD, 106, 403, 403, F, H
		155:2-25	BSD, 106, 403, 403, F, H
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		298:21–298:25	Incom, 106
		299:2–299:3	106
		303:12–303:25	H, BSD, 106, 402, 403, 602
		304:2–304:18	H, BSD, 106, 402, 403, 602
		321:18–321:21	H, BSD, 106, 402, 403, 602, F
		321:24–321:25	H, BSD, 106, 402, 403, 602, F
		322:2–322:9	H, BSD, 106, 402, 403, 602, F
		323:20–323:22	H, BSD, 106, 402, 403
		323:25–323:25	H, BSD, 106, 402, 403
		324:2–324:9	H, BSD, 106, 402, 403
		324:12–324:14	H, BSD, 106, 402, 403
		325:20–325:22	H, BSD, 106, 402, 403
		325:25–325:25	H, BSD, 106, 402, 403
		326:2–326:2	H, BSD, 106, 402, 403

<b>Jill Thompson</b>			
<b>PureWick Designations</b>	<b>Sage's Objections(s)</b>	<b>Sage's Counter-Designations</b>	<b>PureWick's Objection(s)</b>
12:16-21		14:5-14:14	106, 402, BSD
24:10-18	1, 2, 3, 17	15:7-15:14	106
25:3-26:5	1, 2, 3, 12, 17	18:7-18:11	106
26:21-27:24	1, 2, 3, 17	23:14-23:25	402, 403, BSD, 106
45:19-46:7	1, 2, 3, 17	24:2-24:4	402, 403, BSD, 106
46:15-47:21	1, 2, 3, 12, 17	27:25-27:25	402, 403, BSD, 106
58:24-59:4	1, 2, 3, 17	28:2-28:6	402, 403, BSD, 106
59:8-16	1, 2, 3, 17	28:9-28:20	402, 403, BSD, 106
59:23-60:2	1, 2, 3, 5, 17	29:20-29:24	402, 403, BSD, 106
60:4-60:19	1, 2, 3, 12, 17, 18	30:3-30:7	402, 403, BSD, 106
60:20-61:22	1, 2, 3, 12, 17, 18	32:8-32:12	106
78:11-79:23 (note errata change)		33:9-33:23	106, 402, BSD
101:6-17		34:19-34:22	106, 402, BSD
259:24-260:17	1, 2, 3, 4, 17, 18	40:4-40:10	402, BSD, 106
268:11-269:22		48:5-48:25	106, 402, 403, BSD
		49:2-49:9	106
		69:15-69:25	106, 402
		70:2-70:7	106, 402
		79:24-79:25	106, 402, 403, BSD
		80:2-80:25	106, 402, 403, BSD
		81:2-81:5	106, 402, 403, BSD
		81:25-81:25	106, 402
		82:2-82:18	106, 402, 403, BSD
		89:5-89:15	106
		89:18-89:25	106
		90:2-90:3	106
		92:9-92:25	106, 402, 403, BSD
		100:3-100:25	402, 403, BSD
		101:2-101:5	106

		105:8–105:10	106, 402
		105:13–105:16	106, 402
		105:19–105:24	106, 402
		106:3–106:5	106, 402
		108:7–108:11	106, 402, 403 BSD
		109:4–109:12	106, 402, 403 BSD

Dan Ulreich <sup>1</sup>			
PureWick Designations	Sage's Objections(s)	Sage's Counter-Designations	PureWick's Objection(s)
5:13-5:19		8:12-8:19	106
20:13-20:19		10:3-10:7	106
20:22-20:22	1, 5, 17, 23	16:22-16:25	402, 403, BSD, 106
22:20-22:24	1, 2, 3, 5, 15, 17, 23	17:12-17:16	402, 403, BSD, 106
25:20-25:25		18:4-18:16	106
26:2-26:24		18:19-18:20	106
26:25-27:9	1, 2, 3, 5, 12, 17	19:7-19:14	106
27:10-27:17 (note errata change)		21:7-21:20	402, 403, BSD, 106
30:22-30:24	1, 2, 3, 5, 12, 17	23:8-23:10	106
46:18-47:6	1, 3, 5, 12, 14, 17, 23	23:13-23:15	106
48:7-48:14	1, 2, 3, 5, 17, 23	24:6-24:10	106
48:15-48:18	1, 3, 5, 12, 17, 23	24:13-24:15	106
48:19-49:7 (note errata change)	1, 2, 3, 5, 17, 23	24:16-24:21	106
51:3-51:21	1, 2, 3, 5, 12, 17, 23	24:22-24:25	106
51:22-52:18	1, 2, 3, 5, 12, 17, 23	25:4-25:6	106
59:19-60:19	1, 12, 15, 17, 23	27:18-27:25	106
69:19-69:24	1, 2, 5, 12, 15, 17, 23	28:2-28:5	106
69:25-70:7	1, 2, 3, 5, 12, 15, 17, 23	28:8-28:9	106
71:16-72:20	1, 2, 3, 5, 12, 15, 17, 23	28:18-28:25	402, 403, BSD, 106
72:21-72:25	1, 2, 12, 15, 17, 23	29:2-29:6	402, 403, BSD, 106
73:2-73:12	1, 2, 3, 5, 12, 15, 17, 23	30:25-30:25	402, 403, BSD, 106
92:15-93:2	23	31:2-31:9	402, 403, BSD, 106
93:3-93:14	23	31:19-31:22	402, 403, BSD, 106
93:15-93:21	23	33:8-33:16	402, 403, BSD, 106
93:22-93:25	1, 2, 3, 5, 12, 15, 17, 23	34:3-34:5	402, 403, BSD, 106
100:20-101:6	1, 2, 3, 5, 12, 15, 17, 23	34:8-34:12	402, 403, BSD, 106

<sup>1</sup> Sage objects to all testimony elicited on PrimaFit 2.0 to the extent that it does not relate to any argument by Sage that PrimaFit 2.0 is a non-infringing alternative to the accused PrimaFit product.

Dan Ulreich <sup>1</sup>			
PureWick Designations	Sage's Objections(s)	Sage's Counter-Designations	PureWick's Objection(s)
		35:25–35:25	402, 403, BSD, 106
		36:2–36:10	402, 403, BSD, 106
		40:5–40:14	402, 403, BSD, 106
		42:24–42:25	402, 403, BSD, 106
		43:2–43:11	402, 403, BSD, 106
		44:18–44:24	402, 403, BSD, 106
		45:18–45:20	402, 403, BSD, 106
		45:23–45:25	106
		46:2–46:3	106
		46:6–46:8	106
		52:19–52:23	106
		53:2–53:4	106
		56:21–56:25	402, 403, BSD, 106
		57:5–57:8	402, 403, BSD, 106
		68:20–68:23	402, 403, BSD, 106
		69:3–69:7	402, 403, BSD, 106
		73:25–73:25	402, 403, BSD, 106
		74:2–74:8	402, 403, BSD, 106
		74:12–74:15	402, 403, BSD, 106, V
		74:24–74:25	402, 403, BSD, 106
		75:2–75:6	402, 403, BSD, 106
		75:9–75:9	402, 403, BSD, 106
		75:18–75:19	402, 403, BSD, 106
		75:22–75:24	402, 403, BSD, 106
		76:4–76:5	402, 403, BSD, 106
		76:8–76:9	402, 403, BSD, 106
		79:9–79:11	402, 403, BSD, 106
		79:14–79:16	402, 403, BSD, 106, F
		80:10–80:13	402, 403, BSD, 106, F
		80:16–80:21	402, 403, BSD, 106, F

Dan Ulreich <sup>1</sup>			
PureWick Designations	Sage's Objections(s)	Sage's Counter-Designations	PureWick's Objection(s)
		80:24–80:24	402, 403, BSD, 106, F
		81:12–81:21	402, 403, BSD, 106
		86:18–86:25	106
		89:17–89:21	402, 403, BSD, 106
		89:24–89:25	402, 403, BSD, 106, F
		90:2–90:3	402, 403, BSD, 106, F
		94:15–94:25	106
		95:2–95:2	106
		98:19–98:25	402, 403, BSD, 106
		99:2–99:2	402, 403, BSD, 106
		99:5–99:10	402, 403, BSD, 106
		99:14–99:23	402, 403, BSD, 106, F
		100:2–100:5	402, 403, BSD, 106, F
		100:8–100:11	402, 403, BSD, 106, F
		101:18–101:20	402, 403, BSD, 106
		101:24–101:25	402, 403, BSD, 106, F
		102:2–102:4	402, 403, BSD, 106, F
		102:7–102:12	402, 403, BSD, 106
		102:15–102:19	402, 403, BSD, 106
		102:22–102:24	402, 403, BSD, 106
		105:14–105:18	402, 403, BSD, 106
		105:22–105:25	402, 403, BSD, 106, F
		106:4–106:8	402, 403, BSD, 106, F
		106:14–106:20	402, 403, BSD, 106
		106:23–106:25	402, 403, BSD, 106
		107:2–107:9	402, 403, BSD, 106
		107:12–107:15	402, 403, BSD, 106
		108:17–108:23	402, 403, BSD, 106
		109:2–109:4	402, 403, BSD, 106, F
		112:14–112:16	402, 403, BSD, 106

Dan Ulreich <sup>1</sup>			
PureWick Designations	Sage's Objections(s)	Sage's Counter-Designations	PureWick's Objection(s)
		112:19–112:20	402, 403, BSD, 106
		113:5–113:7	402, 403, BSD, 106
		113:10–113:14	402, 403, BSD, 106
		113:17–113:17	402, 403, BSD, 106
		122:22–122:25	BSD, 106
		123:2–123:4	BSD, 106
		123:20–123:22	BSD, 106
		124:3–124:6	BSD, 106
		126:25–126:25	BSD, 106
		127:2–127:12	BSD, 106
		127:15–127:16	BSD, 106, F
		141:19–141:23	402, BSD, 106
		142:2–142:10	402, BSD, 106
		142:18–142:21	402, BSD, 106
		142:24–142:25	402, BSD, 106
		143:2–143:23	402, 403, BSD, 106
		144:2–144:4	106
		145:18–145:22	BSD, 106
		145:24–145:25	BSD, 106
		146:2–146:4	BSD, 106
		156:17–156:20	BSD, 106
		156:24–156:25	402, 403, BSD, 106
		157:2–157:6	402, 403, BSD, 106
		157:10–157:10	402, 403, BSD, 106
		160:4–160:8	402, 403, BSD, 106
		175:22–175:25	402, 403, BSD, 106
		160:10–160:12	402, 403, BSD, 106
		176:2–176:2	106
		176:6–176:8	402, 403, BSD, 106
		176:17–176:25	BSD, 106

Dan Ulreich <sup>1</sup>			
PureWick Designations	Sage's Objections(s)	Sage's Counter-Designations	PureWick's Objection(s)
		177:2–177:4	BSD, 106
		177:11–177:14	BSD, 106
		179:5–179:10	402, BSD, 106
		179:13–179:14	402, BSD, 106
		185:15–185:17	BSD, 106, Incom
		185:21–185:23	402, 403, BSD, 106, Incom
		186:8–186:12	BSD, 106
		186:17–186:17	402, 403, BSD, 106, F
		186:25–186:25	BSD, 106
		187:2–187:4	BSD, 106
		187:8–187:10	402, 403, BSD, 106, F
		192:20–192:25	BSD, 106
		193:2–193:5	BSD, 106
		193:8–193:9	BSD, 106
		202:16–202:21	BSD, 106
		202:24–202:25	BSD, 106
		203:7–203:9	BSD, 106
		203:12–203:12	BSD, 106
		204:25–204:25	402, BSD, 106
		205:2–205:11	402, BSD, 106
		205:14–205:15	402, BSD, 106, F
		209:15–209:19	402, BSD, 106, F
		219:16–219:19	BSD, 106
		219:22–219:24	402, 403, BSD, 106, F
		221:5–221:14	BSD, 106
		221:17–221:21	402, 403, BSD, 106, F
		222:11–222:16	BSD, 106
		222:21–222:25	402, 403, BSD, 106, F
		223:2–223:2	402, 403, BSD, 106, F
		223:15–223:18	BSD, 106

<b>Dan Ulreich<sup>1</sup></b>			
<b>PureWick Designations</b>	<b>Sage's Objections(s)</b>	<b>Sage's Counter-Designations</b>	<b>PureWick's Objection(s)</b>
		223:23–223:25	402, 403, BSD, 106, F
		224:2–224:2	402, 403, BSD, 106, F
		225:15–225:18	402, BSD, 106
		225:21–225:21	402, 403, BSD, 106, F
		226:4–226:6	402, BSD, 106
		226:9–226:10	402, 403, BSD, 106, F

# **SCHEDULE E2b**

**Sage's Objections to PureWick's Initial Designations**

<b><u>Number</u></b>	<b><u>Objection</u></b>
1	Irrelevant
2	Lacks foundation / lacks personal knowledge
3	Calls for Speculation
4	Hearsay
5	Vague and Ambiguous
6	Asked and Answered
7	Argumentative
8	Hypothetical
9	Privilege
10	Leading
11	Compound
12	Mischaracterization
13	Best Evidence
14	Calls for Legal Conclusion
15	Assumes facts not in evidence
16	Non-responsive
17	Rule 403
18	Outside scope of 30(b)(6)
19	Not testimony / Not responding to a question
20	Opinion / Expert opinion testimony by non-expert / Rule 701
21	Rule 702
22	Calls for a narrative
23	Object to the extent misuses PrimaFit 2.0 testimony outside the scope of NIA
MIL1 / MIL2	Objectionable as set forth in Stryker Motion in Limine Nos. 1 or 2
CONT	Testimony relates to contingent designations including designations subject to outstanding motions
DAUB-Collins	Addresses issues raised in Stryker's <i>Daubert</i> motion and motion to strike Collins
DAUB-Jezzi	Addresses issues raised in Stryker's <i>Daubert</i> motion and motion to strike Jezzi
DAUB-Leonard	Addresses issues raised in Stryker's <i>Daubert</i> motion and motion to strike Leonard
Outside Scope	Outside scope of designation

Sage notes that counter-designations for the designated witnesses may be contingent upon how the Court rules on objections and other outstanding motions. Stryker preserves its objections regarding contingent designations and counter designations related to such contingent designations. Sage reserves all its rights relating to *Daubert* motions, summary judgment motions, and motions in limine. Sage further objects to any designations relating to the PrimaFit 2.0 to the extent that they do not relate to any allegation that PrimaFit 2.0 is a non-infringing alternative including any testimony by Dan Ulreich on that topic. All designations and counter-designations are subject to witness erratas.

Moreover, given the ruling in the Final Written Decision relating to the 508 patent, Sage objects to any designations to the extent they relate to the 508 patent and do not implicate issues at issue with the other three patents-in-suit. Many of these designations and counter-designations were prepared before the Patent Trial and Appeal Board issued its Final Written Decisions of the PTAB and any such counter-designations by Sage should be understood to be contingent.

Nick Alexander		
PureWick Designations	Sage's Objections(s)	Ruling
10:4-10		
25:4-6		
25:21-26:6		
26:9-11		
56:7-12, 56:19-23	1, 2, 3, 4, 15, 17	
56:24-57:9	1, 2, 3, 15, 17	
58:5-15	1, 17	
61:14-22	1, 5, 17	

Nick Alexander		
PureWick Designations	Sage's Objections(s)	Ruling
61:23-25		
62:2-6		
63:8-10	1, 2, 4, 17, 19	
64:2-5	1, 2, 3, 4, 17	
64:9-25	1, 5, 17, MIL2	
69:22-70:10	1, 2, 3, 17, 18	
70:11-20	1, 2, 3, 17, 18	
71:20-72:4	1, 2, 3, 17	
72:5-11 (note errata change)	1, 2, 3, 17	
73:6-74:4	1, 2, 3, 4, 17	
74:5-11	1, 2, 17	
74:12-20	1, 2, 17	
74:21-75:24 (note errata change)	1, 2, 3, 5, 8, 17, 18	
75:25-76:10		
77:6-11	1, 2, 4, 17, 18	
79:18-25		
81:2-24		
82:5-10	1, 2, 3, 5, 17	
82:16-82:25		
83:2-9	1, 2, 3, 4, 17, 18	
83:10-21 (note errata change)	1, 2, 17, 18	
84:2-21	1, 2, 3, 17, 18	
87:8-16		
88:10-89:8 (note errata change)		
89:20-90:2		
90:21-91:12		
91:21-92:24 (note errata change)		
94:6-16		
95:17-96:8		
119:19-120:21 (note errata change)		

Nick Alexander		
PureWick Designations	Sage's Objections(s)	Ruling
120:22-24	1, 2, 3, 17	
121:5-23 (note errata change)		
122:15-21		
123:6-9	1, 2, 3, 17	
123:10-24	1, 2, 3, 17	
124:19-22	1, 4, 15, 17	
125:13-127:18 (note errata change)	1, 17	
127:20-128:12	1, 2, 3, 15, 17	
128:13-24	1, 2, 3, 15, 17	
129:4-6		
130:3-4		
130:5-131:3	1, 17	
131:3-6	1, 2, 3, 4, 15, 17	
131:16-21 (note errata change)	1, 2, 3, 15, 17	
132:7-12	1, 17	
132:18-133:6	1, 2, 3, 15, 17	
133:7-23	1, 2, 5, 12, 15, 17	
134:18-135:3	1, 2, 3, 15, 17	
135:4-12	1, 2, 3, 15, 17	
135:13-22 (note errata change)	1, 2, 17	
136:9-15	1, 2, 3, 15, 17	
237:10-20	1, 12, 15, 17	
237:21-238:12 (note errata change)	1, 2, 3, 12, 15, 17, MIL2	
238:18-25	1, 2, 3, 12, 15, 17, MIL2	

Brett Blabas		
PureWick Designations	Sage's Objections(s)	Ruling
6:20-7:2		
8:9-12		

Brett Blabas		
PureWick Designations	Sage's Objections(s)	Ruling
13:23-14:23		
30:15-19		
32:7-22		
36:19-37:7		
37:8-25	1, 2, 3, 17	
43:18-24	1, 2, 3, 17	
49:15-23	1, 2, 4, 5, 17	
69:22-23		
72:8-15		
74:14-75:2		
75:21-76:3		
76:22-77:6		
81:4-8		
81:21-82:3		
82:15-24		
87:10-14		
89:10-19		
90:20-91:2		
91:8-12		
91:13-18	1, 2, 3, 17	
95:20-96:2	1, 4, 15, 17	
97:13-24		
118:17-25	1, 17	
119:2-5	1, 4, 12, 15, 17	
122:17-123:2		
124:6-13		
126:10-127:12 (note errata change)	1, 17	
132:25-133:24		
143:8-13	1, 4, 15, 17	
143:20-145:12	1, 17	

Brett Blabas		
PureWick Designations	Sage's Objections(s)	Ruling
146:15-147:12	1, 17	
152:2-7	1, 2, 15, 17	
153:19-22		
154:9-25	1, 4, 15, 17	
155:6-156:7		
157:2-5		
160:6-10	1, 4, 15, 17	
160:19-24	1, 4, 15, 17	
161:25-162:7		
164:20-165:4	1, 4, 15, 17	
247:2-248:11 (note errata change)	1, 17	
274:19-25	1, 17	
276:2-22		
277:10-278:13		
278:21-279:4	1, 4, 15, 17	
279:9-20		
282:21-283:4	1, 3, 15, 17	
283:9-13		
292:19-25		
293:7-14		
294:3-11	1, 2, 17	
297:6-298:24 (note errata change)		
301:13-19		
302:7-10		
302:16-303:3		
303:18-21		
304:3-12		
304:23-305:6		
308:12-17		
308:23-311:4		

Brett Blabas		
PureWick Designations	Sage's Objections(s)	Ruling
319:15-16		
319:22-25		
325:7-20		
325:21-326:7	1, 5, 17	
326:8-17	1, 3, 17	

Jason Bobay		
PureWick Designations	Sage's Objections(s)	Ruling
7:3-9		
14:7-12		
15:13-16:2		
17:2-17		
23:15-23 (objections omitted)		
25:20-24		
30:16-23		
33:8-13	1, 2, 3, 15, 17	
33:14-17		
36:9-20	1, 15, 17	
43:3-7	1, 15, 17	
46:20-47:7	1, 17, MIL2	
47:15-17		
49:20-50:3		
52:16-22	1, 17, MIL2	
62:17-63:7	1, 17	
64:22-65:4	1, 17	
71:15-72:3	1, 15, 17	
74:10-14		

Jason Bobay		
PureWick Designations	Sage's Objections(s)	Ruling
76:10-77:6		
78:10-16	1, 2, 15, 17	
79:4-6		
79:17-80:12		
82:21-83:14		
83:15-22	1, 2, 15, 17	
84:11-18		
86:4-8		
88:4-9	1, 2, 15, 17	
89:4-90:8		
90:17-19		
98:15-21	1, 2, 15, 17	
99:7-13		
102:24-103:5		
103:11-19		
104:23-25	1, 2, 15, 17	
105:17-107:13	1, 2, 15, 17	
114:5-14	1, 2, 15, 17	
120:5-16	1, 17	
120:17-121:13		
129:15-17		
130:2-8		
130:18-25		
131:11-13		
132:9-133:17 (note errata change)		
139:20-140:5	1, 15, 17	
146:4-10		
146:23-147:6		
157:8-13	1, 2, 3, 15, 17	
169:10-17	1, 15, 17	

Jason Bobay		
PureWick Designations	Sage's Objections(s)	Ruling
170:3-10	1, 15, 17	
173:8-22	1, 2, 15, 17	
174:15-175:7		

Brian Ecklund		
PureWick Designations	Sage's Objections(s)	Ruling
6:9-6:14		
7:11-7:17		
8:11-8:17		
14:21-14:25		
26:3-26:5		
26:6-10		
26:11-21		
27:9-27:20		
29:21-29:24		
2:25-30:10 2-30:25		
30:11-25		
31:8-31:14		
31:24-32:5		
34:5-34:16	1, 2, 3, 5, 12, 17, 18	
35:19-36:5		
37:3-37:10	1, 2, 3, 5, 12, 17, 18	
46:17-46:24	1, 2, 3, 5, 12, 17, 18	
46:25-47:15	1, 2, 3, 5, 12, 17, 18	
47:16-48:7	1, 12, 17	
48:22-49:15		

Brian Ecklund		
PureWick Designations	Sage's Objections(s)	Ruling
50:19-51:5	1, 17, 18	
51:13-51:20	1, 17, 18	
52:10-52:22	1, 17, 18	
54:3-54:9	1, 12, 18	
84:4-84:13		
86:17-87:10		
89:17-89:25	1, 2, 5, 17, 18	
90:2-90:16	1, 2, 3, 5, 17, 18	
90:17-90:21	1, 2, 3, 5, 17, 18	
90:22-91:12 (note errata change)	1, 2, 3, 5, 17, 18	
91:13-21	1, 2, 3, 5, 17, 18	
91:22-92:9	1, 2, 3, 5, 17, 18	
93:3-93:9	1, 2, 3, 5, 17, 18	
94:2-94:16	1, 5, 17	
94:17-95:5	1, 5, 17	
95:6-95:21	1, 5, 17	
95:22-95:25	1, 5, 17	
96:2-96:24 (note errata change)	1, 5, 17	
96:25-2-97:7	1, 5, 15, 17	
97:8-97:25	1, 5, 15, 17	
98:2-98:9	1, 5, 15, 17	
98:10-98:22	1, 5, 15, 17	
99:7-99:22 (note errata change)	1, 5, 15, 17	
99:25-100:20	1, 5, 15, 17	
101:14-101:21	1, 5, 17	
101:22-102:2	1, 5, 17	
102:3-9	1, 5, 15, 17	
102:10-15	1, 5, 12, 17	
102:16-21	1, 5, 12, 15, 17	
103:15-104:2	1, 5, 17	

Brian Ecklund		
PureWick Designations	Sage's Objections(s)	Ruling
104:3-104:11	1, 2, 3, 5, 12, 14, 15, 17	
104:12-23	1, 2, 3, 5, 12, 14, 15, 17	
105:5-105:17	1, 5, 17	
105:18-106:2	1, 2, 3, 5, 12, 14, 15, 17	
106:9-106:18	1, 5, 17	
106:19-107:4	1, 2, 3, 17	
107:5-107:11	1, 2, 3, 5, 12, 14, 15, 17	
107:12-107:18	1, 5, 17	
107:25-108:18	1, 5, 17	
108:25-109:10	1, 2, 3, 5, 12, 14, 15, 17	
109:11-109:23	1, 5, 17	
110:6-110:10	1, 5, 17	
110:11-19	1, 2, 3, 5, 15, 17	
110:20-25	1, 5, 17	
111:2-5	1, 2, 5, 15, 17	
111:6-14	1, 17	
112:4-112:10	1, 2, 5, 15, 17	
112:11-112:16	1, 5, 17	
114:4-114:15	1, 5, 15, 17	
115:13-115:21	1, 5, 17	
115:22-116:14	1, 2, 5, 12, 17	
116:15-116:23	1, 5, 17	
116:24-117:10	1, 5, 15, 17	
117:11-117:18	1, 2, 5, 15, 17	
117:19-117:25	1, 5, 17	
118:2-118:7	1, 17	
118:22-119:7	1, 5, 15, 17	
119:8-119:21	1, 5, 15, 17	
119:22-120:5	1, 5, 15, 17	
120:6-120:19	1, 5, 17	

Brian Ecklund		
PureWick Designations	Sage's Objections(s)	Ruling
127:6-127:18	1, 17	
129:11-129:22	1, 5, 15, 17	
129:23-130:8	1, 5, 15, 17	
130:9-132:3	1, 5, 15, 17	
132:4-11	1, 5, 17	
132:12-25	1, 2, 5, 12, 15, 17	
133:2-14	1, 5, 15, 17	
134:21-135:5	1, 17	
135:6-18	1, 17	
135:19-135:22	1, 2, 5, 12, 15, 17	
138:8-138:25	1, 2, 5, 17	
139:2-139:10	1, 2, 5, 15, 17	
139:11-139:23	1, 2, 5, 12, 15, 17	
139:24-140:9	1, 2, 5, 12, 15, 17	
140:10-22	1, 5, 17	
140:23-141:16	1, 5, 17	
142:9-142:17	1, 5, 17	
144:10-145:18	1, 5, 17	
144:19-145:4	1, 5, 17	
145:5-145:18	1, 5, 17	
146:15-146:18	1, 17	
147:13-147:21	1, 5, 17	
147:22-148:6	1, 5, 17	
148:7-148:20	1, 5, 17	
148:21-149:4	1, 17	
149:18-150:12	1, 17	
150:22-151:2	1, 5, 17	
150:3-14	1, 5, 17	
151:15-151:25 (note errata change)	1, 5, 15, 17	
160:4-160:14	1, 17	

Brian Ecklund		
PureWick Designations	Sage's Objections(s)	Ruling
161:2-161:17	1, 5, 12, 17	
161:18-162:11	1, 5, 12, 17	
198:14-198:21		
199:22-200:7	1, 4, 5, 17	
214:13-214:22		
215:3-215:10		
215:23-216:12		
216:13-216:19	1, 5, 15, 17	
216:20-217:10	1, 5, 15, 17	
217:11-19	5	
217:20-218:3	1, 5, 15, 17	
218:4-10		
218:11-19	1, 5, 12, 14, 17	
218:20-219:4		
219:5-219:19		
220:13-220:17	5	
220:18-221:7	5	
221:8-221:25	1, 5, 17	
222:2-223:4	1, 5, 17	
223:5-224:2		
224:14-225:2		
225:3-225:10	1, 5, 15, 17	
225:11-225:18		
225:19-226:2		
226:3-226:25	1, 5, 17	
227:2-228:8	1, 5, 17	
228:9-229:5		
229:6-230:9	1, 17	
230:10-230:18	1, 5, 17	
230:19-230:25		

Brian Ecklund		
PureWick Designations	Sage's Objections(s)	Ruling
231:2-232:12	1, 5, 17	
232:13-20	1, 5, 17	
232:21-232:25 (note errata change)	1, 5, 17	
233:2-9 (note errata change)	1, 5, 17	
233:10-233:22	1, 17	
233:23:4-234:6	1, 5, 12, 17	
234:7-234:19	1, 17	
234:20-235:6	1, 5, 12, 17	
235:7-236:3	1, 5, 12, 17	

Kelsey Paskal		
PureWick Designations	Sage's Objections(s)	Ruling
7:15-20		
22:2-14		
23:11-20		
24:2-6		
24:7-14		
26:24-27:5		
27:14-19		
27:20-28:4	5	
27:5-9	5	
36:22-37:5		
37:25-38:7		
40:3-7	1, 2, 5, 15, 17, 18	
45:6-12	1, 2, 4, 15, 17, 18	
45:23-46:7	1, 2, 4, 15, 17, 18	
46:8-12		
49:6-13	1, 17	
49:14-24	1, 4, 17, 18	

Kelsey Paskal		
PureWick Designations	Sage's Objections(s)	Ruling
56:18-22	1, 2, 4, 15, 17, 18	
57:8-11		
57:12-14	1, 2, 3, 4, 15, 17, 18	
57:15-24	1, 2, 3, 5, 15, 17, 18	
57:25-58:8	1, 2, 3, 5, 15, 17, 18	
60:23-25	1, 2, 18, 19	
61:2-7	1, 2, 4, 15, 17, 18	
61:8-11	1, 2, 3, 4, 5, 12, 15, 17, 18	
61:12-16	1, 2, 3, 5, 15, 17, 18	
62:2-12	1, 2, 3, 4, 5, 15, 17, 18	
62:13-22	1, 2, 3, 4, 5, 15, 17, 18	
63:8-14	1, 2, 4, 15, 17, 18	
63:15-25	1, 2, 3, 4, 5, 15, 17, 18	
68:12-19	1, 2, 3, 4, 5, 6, 15, 17, 18	
70:9-19	1, 2, 3, 4, 5, 6, 12, 15, 17, 18	
72:9-19	1, 2, 4, 15, 17, 18, 19	
72:20-73:5	1, 2, 4, 15, 17, 18, 19	
73:13-22	1, 2, 3, 4, 5, 15, 17, 18	
74:15-75:3	1, 2, 3, 4, 5, 15, 17, 18	
89:23-90:6	1, 2, 4, 13, 15, 17, 18	
90:19-21		
90:22-25	1, 2, 13, 17, 18	
91:2-16		
95:19-24		
99:20-24	1, 2, 4, 13, 17, 18	
99:25-100:5	1, 2, 4, 13, 17, 18	
100:6-8	1, 2, 4, 13, 17, 18	
100:9-15	1, 2, 4, 5, 15, 17, 18	
100:16-25	1, 2, 3, 4, 5, 15, 17, 18	
101:22-102:7	1, 2, 3, 4, 5, 15, 17, 18	

Kelsey Paskal		
PureWick Designations	Sage's Objections(s)	Ruling
131:2-5	1, 15, 17	
131:6-9		
131:10-13		
131:14-17		
131:18-20		
131:21-24	1, 2, 5, 15, 17, 18	
131:25-132:8	1, 2, 4, 15, 17, 18	
132:9-16	1, 2, 4, 15, 17, 18	
132:17-24		
135:9-17		
135:18-136:2		
137:18-23	1, 2, 3, 5, 15, 17, 18	
137:24-138:5	1, 2, 3, 5, 15, 17, 18	
144:23-145:4	1, 2, 17, 18, 19	
145:10-13		
145:14-17	1, 2, 3, 4, 5, 15, 17, 18	
145:18-23	1, 2, 3, 4, 5, 15, 17, 18	
146:10-18	1, 2, 3, 5, 15, 17, 18	
147:6-11	1, 2, 3, 5, 15, 17, 18	
162:14-19	1, 2, 3, 5, 15, 17, 18, 23	
169:13-21	1, 2, 15, 17, 18	
170:3-7	19	
170:8-16		
170:17-19	1, 4, 5, 15, 17	
170:20-23		
171:9-22		
176:11-13	1, 5, 15, 17	
176:14-20	1, 17	
176:21-177:3	1, 4, 17	
177:4-7		

Kelsey Paskal		
PureWick Designations	Sage's Objections(s)	Ruling
177:8-16	1, 17	
217:10-14	1, 15, 17, 18	
217:19-22		
217:23-25		
218:2-6		
218:7-11		
218:12-16		
218:17-24	1, 3, 4, 5, 15, 17, 18	
218:25-219:14		
219:15-17		
219:18-21		
222:4-9	1, 3, 4, 5, 15, 17, 18	
222:10-12	1, 17	
222:13-17	1, 17	
222:18-23	1, 17	
222:24-223:5	1, 17	
223:6-14	1, 17, 18	

Robert Sanchez		
PureWick Designations	Sage's Objections(s)	Ruling
9:3-6		
11:2-4		
17:24-19:25		
22:23-23:11		
23:19-25		
25:5-19		
26:2-27:17		

Robert Sanchez		
PureWick Designations	Sage's Objections(s)	Ruling
38:7-14		
38:24-40:10	1, 19, 17	
93:3-94:2		
98:6-11		
98:19-99:11		
99:18-21		
100:5-101:2		
104:9-12		
114:16-115:7		
116:6-21		
117:25-118:6		
118:18-25		
148:4-16		
150:13-151:8		
151:9-25	3, 22	
152:1-11	1, 14, 20, 17, 20, 21	
152:12-154:16		
154:18-155:14	1, 17	
155:15-156:1	1, 17	

Kristin Sexton		
PureWick Designations	Sage's Objections(s)	Ruling
6:17-7:9		
15:20-16:6		
18:6-9		
18:16-24		

Kristin Sexton		
PureWick Designations	Sage's Objections(s)	Ruling
25:14-17		
25:24-26:4	5, 17, 18	
26:5-26:16	1, 5, 17, 18	
27:3-7		
30:7-15 (note errata change)	1, 2, 3, 5, 17, 18	
30:22-31:8	1, 2, 3, 5, 17, 18	
81:8-82:17		
82:18-82:24	1, 5, 17, 18	
85:7-86:2	1, 2, 5, 17, 18, MIL2	
89:11-90:4	1, 2, 3, 5, 15, 17, 18	
90:24-91:7	1, 2, 3, 4, 5, 12, 15, 17, 18	
91:8-19	1, 2, 3, 4, 5, 12, 15, 17, 18	
92:21-93:2	1, 2, 3, 4, 5, 15, 17, 18	
94:7-10		
94:11-18	1, 5, 18	
94:19-95:8 (note errata change)	1, 2, 3, 4, 5, 7, 12, 13, 17, 18	
96:22-97:13	1, 5, 17, 18	
98:12-22	1, 4, 5, 17, 18	
99:7-19	1, 5, 17, 18	
102:17-103:4	1, 4, 15, 17, 18	
104:13-105:6	1, 2, 5, 15, 17, 18	
105:7-105:20	1, 2, 5, 15, 17, 18	
105:21-106:8	1, 2, 5, 12, 15, 17, 18	
106:9-107:22	1, 2, 5, 12, 15, 17, 18	
108:5-22	1, 5, 12, 15, 17, 18	
110:10-14	1, 2, 3, 4, 5, 12, 15, 17, 18	
110:15-25	1, 2, 4, 15, 17, 18	
113:19-114:13	1, 2, 3, 4, 5, 12, 15, 17, 18	
114:14-115:21	1, 2, 3, 4, 5, 12, 15, 17, 18	
117:8-22	1, 4, 5, 12, 15, 17, 18	

Kristin Sexton		
PureWick Designations	Sage's Objections(s)	Ruling
118:7-11	1, 2, 3, 4, 5, 12, 15, 17, 18	
119:2-7	1, 2, 4, 15, 17, 18, 19	
119:8-119:20	1, 2, 3, 4, 5, 15, 17, 18	
119:21-120:2	1, 2, 3, 4, 5, 15, 17, 18	
120:3-11	1, 2, 3, 4, 5, 6, 15, 17, 18	
120:12-18	1, 2, 4, 15, 17, 18	
120:19-121:2	1, 2, 3, 4, 5, 6, 12, 15, 17, 18	
128:21-129:2	1, 2, 3, 4, 15, 17, 18	
129:19-23	1, 2, 3, 4, 15, 17, 18	
129:24-130:12	1, 2, 3, 15, 17, 18	
130:23-132:4 (note errata change)	1, 2, 3, 4, 15, 17, 18	
132:14-18	1, 15, 17, 18	
133:11-136:13 (note errata change)	1, 2, 3, 4, 5, 12, 15, 17, 18	
136:14-136:24	1, 2, 3, 4, 5, 12, 15, 17, 18	
136:25-137:7	1, 2, 3, 4, 5, 12, 15, 17, 18	
137:10-137:22		
138:20-24	1, 4, 15, 17, 18	
141:13-141:24	1, 2, 4, 15, 17, 18, 19	
141:25-142:5	1, 2, 4, 15, 17, 18, 19	
142:6-142:13	1, 2, 3, 4, 15, 17, 18, 19	
156:11-157:11	1, 4, 5, 15, 17, 18	
157:12-18	1, 4, 5, 15, 17, 18	
158:20-159:4	1, 2, 4, 15, 17, 18	
159:5-15	1, 2, 3, 4, 5, 15, 17, 18	
164:12-15	1, 2, 3, 4, 7, 15, 17, 18, 19	
164:20-165:8	1, 2, 3, 4, 5, 15, 17, 18	
165:20-24		
165:25-167:8		
167:17-21		
168:5-15		

Kristin Sexton		
PureWick Designations	Sage's Objections(s)	Ruling
169:6-170:20		
171:9-23		
181:8-182:4	18	
182:5-182:25	1, 2, 3, 5, 6, 13, 17, 18	
184:23-186:12 (note errata change)		
186:13-186:21	1, 2, 3, 4, 5, 17, 18	
193:22-194:6	1, 4, 15, 17, 18	
194:11-20 (note errata change)	1, 4, 15, 17, 18	
199:24-200:15		
200:16-201:13	1, 2, 3, 4, 15, 17, 18	
209:19-23	1, 3, 4, 15, 17, 18, 19	
210:4-21	1, 2, 3, 4, 5, 15, 17, 18	
211:24-212:210		
212:11-21	1, 2, 3, 4, 5, 15, 17, 18	
213:10-15	1, 2, 3, 4, 15, 17, 18	
216:7-17	1, 2, 4, 15, 17, 18	
216:18-217:3	1, 2, 3, 4, 15, 17, 18	
217:4-11	1, 2, 4, 15, 17, 18	
217:12-20	1, 2, 3, 4, 5, 15, 17, 18	
217:21-218:5	1, 2, 3, 4, 5, 15, 17, 18	
218:6-218:10	1, 4, 18	
221:2-5	1, 4, 15, 17, 18, 19	
221:18-222:24		
235:4-12		
235:13-23	1, 2, 3, 17, 18	
239:7-21	1, 17, 18	
245:4-8	1, 2, 3, 4, 15, 17, 18, 19	
246:25-247:25	1, 2, 3, 4, 5, 15, 17, 18	
248:7-17	1, 2, 3, 4, 5, 15, 17, 18	
248:18-21	1, 2, 17, 18	

Kristin Sexton		
PureWick Designations	Sage's Objections(s)	Ruling
248:22-249:12	1, 2, 3, 4, 5, 15, 17, 18	
249:15-252:10	1, 2, 3, 4, 5, 15, 17, 18	
249:15-249:25	1, 2, 4, 17, 18	
250:2-18	1, 2, 3, 4, 15, 17, 18	
250:19-251:2	1, 2, 3, 4, 5, 15, 17, 18	
251:3-251:8	1, 2, 3, 5, 15, 17, 18	
251:9-251:18	1, 2, 4, 5, 17, 18	
251:19-252:6	1, 2, 4, 5, 17, 18	
252:7-12	1, 18	
252:11-252:23	1, 5, 17, 18, 23	
254:17-22	1, 3, 5, 15, 17, 18, 23	
255:13-255:23	23	
255:24-256:14	23	
256:15-23	1, 2, 3, 5, 15, 17, 18, 23	
267:19-268:6	23	
269:16-20	23	
269:25-270:24	23	
272:6-273:3	23	
274:18-25	1, 3, 4, 5, 15, 17, 18, 23	
276:18-25	1, 17, 23	
295:19-296:3		
305:5-25		
306:8-11	2, 5, 18	
306:16-307:13		
308:3-16		
309:16-310:3	1, 2, 5, 17, 18	
324:22-325:19	1, 2, 4, 5, 17, 18	
326:14-17	1, 2, 3, 13, 17, 18	
327:6-328:13		

Jill Thompson		
PureWick Designations	Sage's Objections(s)	Ruling
12:16-21		
24:10-18	1, 2, 3, 17	
25:3-26:5	1, 2, 3, 12, 17	
26:21-27:24	1, 2, 3, 17	
45:19-46:7	1, 2, 3, 17	
46:15-47:21	1, 2, 3, 12, 17	
58:24-59:4	1, 2, 3, 17	
59:8-16	1, 2, 3, 17	
59:23-60:2	1, 2, 3, 5, 17	
60:4-60:19	1, 2, 3, 12, 17, 18	
60:20-61:22	1, 2, 3, 12, 17, 18	
78:11-79:23 (note errata change)		
101:6-17		
259:24-260:17	1, 2, 3, 4, 17, 18	
268:11-269:22		

Dan Ulreich <sup>1</sup>		
PureWick Designations	Sage's Objections(s)	Ruling
5:13-5:19		
20:13-20:19		
20:22-20:22	1, 5, 17, 23	
22:20-22:24	1, 2, 3, 5, 15, 17, 23	
25:20-25:25		
26:2-26:24		
26:25-27:9	1, 2, 3, 5, 12, 17	

<sup>1</sup> As explained above, Sage objects to all testimony elicited on PrimaFit 2.0 to the extent that it does not relate to any argument by Sage that PrimaFit 2.0 is a non-infringing alternative to the accused PrimaFit product.

Dan Ulreich <sup>1</sup>		
PureWick Designations	Sage's Objections(s)	Ruling
27:10-27:17 (note errata change)		
30:22-30:24	1, 2, 3, 5, 12, 17	
46:18-47:6	1, 3, 5, 12, 14, 17, 23	
48:7-48:14	1, 2, 3, 5, 17, 23	
48:15-48:18	1, 3, 5, 12, 17, 23	
48:19-49:7 (note errata change)	1, 2, 3, 5, 17, 23	
51:3-51:21	1, 2, 3, 5, 12, 17, 23	
51:22-52:18	1, 2, 3, 5, 12, 17, 23	
59:19-60:19	1, 12, 15, 17, 23	
69:19-69:24	1, 2, 5, 12, 15, 17, 23	
69:25-70:7	1, 2, 3, 5, 12, 15, 17, 23	
71:16-72:20	1, 2, 3, 5, 12, 15, 17, 23	
72:21-72:25	1, 2, 12, 15, 17, 23	
73:2-73:12	1, 2, 3, 5, 12, 15, 17, 23	
92:15-93:2	23	
93:3-93:14	23	
93:15-93:21	23	
93:22-93:25	1, 2, 3, 5, 12, 15, 17, 23	
100:20-101:6	1, 2, 3, 5, 12, 15, 17, 23	

**Sage's Counter Designations (Output provided electronically)**

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Alexander, Nick	27	5	27	9		Sage Counters
Alexander, Nick	27	25	27	25		Sage Counters
Alexander, Nick	28	2	28	6		Sage Counters
Alexander, Nick	58	3	58	3		Sage Contingent
Alexander, Nick	60	19	60	21		Sage Contingent
Alexander, Nick	61	3	61	8		Sage Contingent
Alexander, Nick	63	18	63	20		Sage Contingent
Alexander, Nick	76	11	76	14		Sage Contingent
Alexander, Nick	76	17	76	17		Sage Contingent
Alexander, Nick	77	18	77	19		Sage Counters
Alexander, Nick	77	21	77	25	Note errata change	Sage Counters
Alexander, Nick	78	2	78	10	Note errata change	Sage Counters
Alexander, Nick	78	19	78	20		Sage Counters
Alexander, Nick	78	23	78	25	Note errata change	Sage Counters
Alexander, Nick	79	2	79	8		Sage Counters
Alexander, Nick	86	3	86	5		Sage Counters
Alexander, Nick	86	8	86	13	Note errata change	Sage Counters
Alexander, Nick	86	22	86	25		Sage Counters
Alexander, Nick	87	2	87	7	Note errata change	Sage Counters
Alexander, Nick	89	9	89	16		Sage Counters
Alexander, Nick	90	3	90	4		Sage Counters
Alexander, Nick	90	7	90	13		Sage Counters
Alexander, Nick	96	9	96	13		Sage Counters
Alexander, Nick	96	19	96	25	Note errata change	Sage Counters
Alexander, Nick	100	7	100	10		Sage Counters
Alexander, Nick	100	13	100	13		Sage Counters
Alexander, Nick	101	4	101	4		Sage Counters
Alexander, Nick	101	6	101	24	Note errata change	Sage Counters
Alexander, Nick	106	5	106	8		Sage Counters
Alexander, Nick	106	11	106	25	Note errata change	Sage Counters
Alexander, Nick	107	2	107	20	Note errata change	Sage Counters
Alexander, Nick	107	23	107	25		Sage Counters
Alexander, Nick	108	3	108	6		Sage Counters
Alexander, Nick	132	13	132	14		Sage Contingent
Alexander, Nick	132	17	132	17		Sage Contingent
Alexander, Nick	135	23	135	25		Sage Counters
Alexander, Nick	136	2	136	3		Sage Counters
Alexander, Nick	136	6	136	8		Sage Counters
Alexander, Nick	150	17	150	25	Note errata change	Sage Counters
Alexander, Nick	151	2	151	9	Note errata change	Sage Counters
Alexander, Nick	155	4	155	5		Sage Counters
Alexander, Nick	155	8	155	23	Note errata change	Sage Counters

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Blabas, Brett	27	13	27	25		Sage Counters
Blabas, Brett	28	2	28	2		Sage Counters
Blabas, Brett	28	6	28	14		Sage Counters
Blabas, Brett	28	19	28	25		Sage Counters
Blabas, Brett	29	8	29	11		Sage Counters
Blabas, Brett	29	19	29	25	Note errata change	Sage Counters
Blabas, Brett	30	2	30	6		Sage Counters
Blabas, Brett	30	20	30	25		Sage Counters
Blabas, Brett	31	2	31	5		Sage Counters
Blabas, Brett	34	8	34	22		Sage Counters
Blabas, Brett	37	14	37	15		Sage Counters
Blabas, Brett	37	18	37	19		Sage Counters
Blabas, Brett	49	24	49	25		Sage Counters
Blabas, Brett	50	2	50	4		Sage Counters
Blabas, Brett	50	7	50	21		Sage Counters
Blabas, Brett	51	2	51	7		Sage Counters
Blabas, Brett	51	14	51	20		Sage Counters
Blabas, Brett	52	3	52	10		Sage Counters
Blabas, Brett	54	4	54	16		Sage Counters
Blabas, Brett	58	6	58	9		Sage Counters
Blabas, Brett	58	12	58	16	Note errata change	Sage Counters
Blabas, Brett	61	16	61	22		Sage Counters
Blabas, Brett	62	14	62	15		Sage Counters
Blabas, Brett	62	18	62	21		Sage Counters
Blabas, Brett	68	3	68	13		Sage Counters
Blabas, Brett	68	25	68	25		Sage Counters
Blabas, Brett	69	2	69	3		Sage Counters
Blabas, Brett	69	7	69	15		Sage Counters
Blabas, Brett	69	18	69	21		Sage Counters
Blabas, Brett	73	18	73	25		Sage Counters
Blabas, Brett	74	2	74	13	Note errata change	Sage Counters
Blabas, Brett	75	3	75	20		Sage Counters
Blabas, Brett	76	4	76	10		Sage Counters
Blabas, Brett	76	14	76	21		Sage Counters
Blabas, Brett	77	7	77	10		Sage Counters
Blabas, Brett	77	13	77	21		Sage Counters
Blabas, Brett	80	15	80	16		Sage Counters
Blabas, Brett	80	20	80	24		Sage Counters
Blabas, Brett	81	3	81	3		Sage Counters
Blabas, Brett	82	4	82	5		Sage Counters
Blabas, Brett	82	11	82	14		Sage Counters
Blabas, Brett	84	15	84	19		Sage Counters
Blabas, Brett	84	22	84	25		Sage Counters
Blabas, Brett	85	2	85	4	Note errata change	Sage Counters
Blabas, Brett	85	23	85	25		Sage Counters
Blabas, Brett	85	16	85	18		Sage Counters

Blabas, Brett	85	23	85	25	Sage Counters
Blabas, Brett	86	2	86	4	Sage Counters
Blabas, Brett	86	7	86	8	Sage Counters
Blabas, Brett	86	17	86	18	Sage Counters
Blabas, Brett	86	21	86	22	Sage Counters
Blabas, Brett	87	15	87	17	Sage Counters
Blabas, Brett	87	20	87	21	Sage Counters
Blabas, Brett	88	6	88	10	Sage Counters
Blabas, Brett	88	13	88	22	Sage Counters
Blabas, Brett	92	3	92	5	Sage Counters
Blabas, Brett	92	10	92	19	Note errata change Sage Counters
Blabas, Brett	92	23	92	25	Sage Counters
Blabas, Brett	93	2	93	4	Sage Counters
Blabas, Brett	93	14	93	17	Sage Counters
Blabas, Brett	93	21	93	25	Sage Counters
Blabas, Brett	94	8	94	10	Sage Counters
Blabas, Brett	94	13	94	18	Sage Counters
Blabas, Brett	99	2	99	17	Sage Counters
Blabas, Brett	113	12	113	18	Sage Counters
Blabas, Brett	114	2	114	5	Sage Counters
Blabas, Brett	114	8	114	8	Sage Counters
Blabas, Brett	114	18	114	21	Sage Counters
Blabas, Brett	114	24	114	25	Sage Counters
Blabas, Brett	115	2	115	5	Sage Counters
Blabas, Brett	120	10	120	23	Sage Contingent
Blabas, Brett	121	11	121	17	Sage Contingent
Blabas, Brett	121	21	121	25	Sage Contingent
Blabas, Brett	122	2	122	4	Sage Counters
Blabas, Brett	123	3	123	6	Sage Counters
Blabas, Brett	123	9	123	23	Sage Counters
Blabas, Brett	126	6	126	9	Sage Counters
Blabas, Brett	127	13	127	21	Sage Counters
Blabas, Brett	145	16	145	18	Sage Counters
Blabas, Brett	145	21	145	22	Sage Counters
Blabas, Brett	146	8	146	14	Sage Counters
Blabas, Brett	148	3	148	5	Sage Counters
Blabas, Brett	148	8	148	11	Sage Counters
Blabas, Brett	148	21	148	25	Sage Counters
Blabas, Brett	149	4	149	25	Note errata change Sage Counters
Blabas, Brett	150	2	150	14	Sage Counters
Blabas, Brett	156	9	156	12	Sage Counters
Blabas, Brett	156	16	156	21	Sage Counters
Blabas, Brett	156	24	156	25	Sage Counters
Blabas, Brett	157	10	157	18	Sage Counters
Blabas, Brett	157	23	157	25	Sage Counters
Blabas, Brett	158	2	158	5	Sage Counters
Blabas, Brett	158	8	158	10	Sage Counters

Blabas, Brett	158	24	158	25	Sage Counters
Blabas, Brett	159	2	159	7	Sage Counters
Blabas, Brett	159	15	159	16	Sage Counters
Blabas, Brett	160	2	160	5	Sage Counters
Blabas, Brett	159	20	159	25	Sage Counters
Blabas, Brett	166	17	166	22	Sage Counters
Blabas, Brett	167	2	167	4	Sage Counters
Blabas, Brett	172	8	172	15	Sage Counters
Blabas, Brett	172	20	172	25	Sage Counters
Blabas, Brett	173	2	173	3	Sage Counters
Blabas, Brett	174	13	174	16	Sage Counters
Blabas, Brett	174	20	174	25	Sage Counters
Blabas, Brett	175	2	175	3	Sage Counters
Blabas, Brett	175	15	175	18	Sage Counters
Blabas, Brett	176	18	176	25	Sage Counters
Blabas, Brett	177	2	177	3	Sage Counters
Blabas, Brett	177	15	177	17	Sage Counters
Blabas, Brett	177	21	177	25	Sage Counters
Blabas, Brett	178	2	178	5	Sage Counters
Blabas, Brett	179	21	179	25	Sage Counters
Blabas, Brett	180	2	180	2	Sage Counters
Blabas, Brett	180	11	180	13	Sage Counters
Blabas, Brett	180	15	180	23	Sage Counters
Blabas, Brett	181	5	181	11	Note errata change Sage Counters
Blabas, Brett	181	12	181	23	Sage Counters
Blabas, Brett	182	9	182	13	Sage Counters
Blabas, Brett	183	6	183	8	Sage Counters
Blabas, Brett	183	12	183	20	Sage Counters
Blabas, Brett	184	18	184	21	Sage Counters
Blabas, Brett	184	24	184	25	Sage Counters
Blabas, Brett	185	2	185	3	Sage Counters
Blabas, Brett	186	2	186	8	Sage Counters
Blabas, Brett	186	11	186	15	Sage Counters
Blabas, Brett	187	2	187	9	Sage Counters
Blabas, Brett	187	17	187	20	Sage Counters
Blabas, Brett	188	2	188	9	Sage Counters
Blabas, Brett	190	3	190	16	Sage Counters
Blabas, Brett	191	21	191	25	Sage Counters
Blabas, Brett	192	2	192	4	Sage Counters
Blabas, Brett	192	23	192	25	Sage Counters
Blabas, Brett	193	2	193	4	Sage Counters
Blabas, Brett	194	3	194	5	Sage Counters
Blabas, Brett	194	10	194	14	Sage Counters
Blabas, Brett	196	17	196	23	Sage Counters
Blabas, Brett	197	5	197	9	Sage Counters
Blabas, Brett	197	21	197	23	Sage Counters
Blabas, Brett	198	2	198	6	Note errata change Sage Counters

Blabas, Brett	200	19	200	25	Sage Counters
Blabas, Brett	201	17	201	18	Sage Counters
Blabas, Brett	201	21	201	25	Sage Counters
Blabas, Brett	202	2	202	11	Note errata change Sage Counters
Blabas, Brett	202	16	202	21	Sage Counters
Blabas, Brett	205	22	205	25	Sage Counters
Blabas, Brett	206	2	206	6	Sage Counters
Blabas, Brett	206	19	206	21	Sage Counters
Blabas, Brett	206	24	206	25	Sage Counters
Blabas, Brett	207	2	207	6	Sage Counters
Blabas, Brett	208	16	208	22	Sage Counters
Blabas, Brett	209	2	209	6	Sage Counters
Blabas, Brett	209	11	209	18	Sage Counters
Blabas, Brett	209	21	209	25	Sage Counters
Blabas, Brett	212	6	212	12	Sage Counters
Blabas, Brett	212	19	212	25	Sage Counters
Blabas, Brett	213	2	213	2	Sage Counters
Blabas, Brett	213	6	213	11	Sage Counters
Blabas, Brett	213	25	213	25	Sage Counters
Blabas, Brett	214	2	214	3	Sage Counters
Blabas, Brett	214	5	214	9	Sage Counters
Blabas, Brett	215	11	215	20	Sage Counters
Blabas, Brett	215	25	215	25	Sage Counters
Blabas, Brett	216	2	216	10	Sage Counters
Blabas, Brett	216	15	216	17	Sage Counters
Blabas, Brett	216	20	216	25	Sage Counters
Blabas, Brett	217	9	217	15	Sage Counters
Blabas, Brett	217	20	217	24	Sage Counters
Blabas, Brett	218	5	218	7	Sage Counters
Blabas, Brett	218	10	218	16	Note errata change Sage Counters
Blabas, Brett	220	4	220	10	Sage Counters
Blabas, Brett	220	17	220	19	Sage Counters
Blabas, Brett	220	22	220	23	Sage Counters
Blabas, Brett	222	23	222	25	Sage Counters
Blabas, Brett	223	4	223	15	Sage Counters
Blabas, Brett	224	4	224	7	Sage Counters
Blabas, Brett	224	10	224	13	Sage Counters
Blabas, Brett	224	21	224	25	Sage Counters
Blabas, Brett	225	2	225	3	Sage Counters
Blabas, Brett	225	8	225	10	Sage Counters
Blabas, Brett	226	2	226	4	Sage Counters
Blabas, Brett	226	7	226	13	Note errata change Sage Counters
Blabas, Brett	227	3	227	6	Sage Counters
Blabas, Brett	230	12	230	18	Sage Counters
Blabas, Brett	231	8	231	10	Sage Counters
Blabas, Brett	231	13	231	25	Sage Counters
Blabas, Brett	232	2	232	4	Sage Counters

Blabas, Brett	233	6	233	12	Sage Counters
Blabas, Brett	233	18	233	22	Sage Counters
Blabas, Brett	234	21	234	23	Sage Counters
Blabas, Brett	235	2	235	7	Sage Counters
Blabas, Brett	236	11	236	17	Sage Counters
Blabas, Brett	237	8	237	10	Sage Counters
Blabas, Brett	237	13	237	16	Sage Counters
Blabas, Brett	238	5	238	10	Sage Counters
Blabas, Brett	238	13	238	17	Sage Counters
Blabas, Brett	238	21	238	23	Sage Counters
Blabas, Brett	241	2	241	11	Sage Counters
Blabas, Brett	241	15	241	17	Sage Counters
Blabas, Brett	241	21	241	23	Sage Counters
Blabas, Brett	241	25	241	25	Note errata change Sage Counters
Blabas, Brett	242	2	242	6	Sage Counters
Blabas, Brett	247	19	247	24	Note errata change Sage Counters
Blabas, Brett	248	12	248	14	Sage Counters
Blabas, Brett	250	17	250	24	Sage Counters
Blabas, Brett	251	5	251	7	Sage Counters
Blabas, Brett	251	10	251	20	Sage Counters
Blabas, Brett	251	23	251	25	Sage Counters
Blabas, Brett	252	2	252	6	Sage Counters
Blabas, Brett	272	21	272	25	Sage Counters
Blabas, Brett	273	2	273	24	Sage Counters
Blabas, Brett	279	21	279	25	Sage Counters
Blabas, Brett	280	5	280	8	Sage Counters
Blabas, Brett	280	12	280	13	Sage Counters
Blabas, Brett	283	22	283	25	Sage Counters
Blabas, Brett	284	2	284	17	Sage Counters
Blabas, Brett	287	12	287	14	Sage Counters
Blabas, Brett	287	19	287	21	Sage Counters
Blabas, Brett	295	18	295	22	Sage Counters
Blabas, Brett	296	3	296	4	Sage Counters
Blabas, Brett	296	7	296	12	Sage Counters
Blabas, Brett	296	14	296	24	Sage Counters
Blabas, Brett	297	3	297	5	Sage Counters
Blabas, Brett	299	2	299	7	Sage Counters
Blabas, Brett	299	10	299	25	Sage Counters
Blabas, Brett	300	2	300	4	Sage Counters
Blabas, Brett	300	7	300	14	Sage Counters
Blabas, Brett	300	17	300	20	Note errata change Sage Counters
Blabas, Brett	305	13	305	24	Sage Counters
Blabas, Brett	312	12	312	21	Sage Counters
Blabas, Brett	314	7	314	13	Sage Counters
Blabas, Brett	320	8	320	10	Sage Counters
Blabas, Brett	320	13	320	18	Sage Counters

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Bobay, Jason	14	17	14	25		Sage Counters
Bobay, Jason	15	2	15	12		Sage Counters
Bobay, Jason	17	18	17	25		Sage Counters
Bobay, Jason	18	2	18	25		Sage Counters
Bobay, Jason	20	2	20	5		Sage Counters
Bobay, Jason	20	18	20	24		Sage Counters
Bobay, Jason	21	2	21	11		Sage Counters
Bobay, Jason	21	21	21	25		Sage Counters
Bobay, Jason	22	2	22	8		Sage Counters
Bobay, Jason	23	24	23	25		Sage Counters
Bobay, Jason	24	2	24	4		Sage Counters
Bobay, Jason	24	7	24	9		Sage Counters
Bobay, Jason	24	11	24	12		Sage Counters
Bobay, Jason	32	10	32	13		Sage Counters
Bobay, Jason	32	19	32	21		Sage Counters
Bobay, Jason	32	25	32	25		Sage Counters
Bobay, Jason	33	2	33	3		Sage Counters
Bobay, Jason	33	6	33	7		Sage Counters
Bobay, Jason	34	9	34	21		Sage Counters
Bobay, Jason	34	24	34	25		Sage Counters
Bobay, Jason	35	2	35	3		Sage Counters
Bobay, Jason	44	13	44	16		Sage Counters
Bobay, Jason	44	19	44	20		Sage Counters
Bobay, Jason	75	4	75	8		Sage Contingent
Bobay, Jason	75	11	75	12		Sage Contingent
Bobay, Jason	81	14	81	16		Sage Counters
Bobay, Jason	81	19	81	25		Sage Counters
Bobay, Jason	82	2	82	12		Sage Counters
Bobay, Jason	84	25	84	25		Sage Counters
Bobay, Jason	85	2	85	5		Sage Counters
Bobay, Jason	86	9	86	25		Sage Counters
Bobay, Jason	87	2	87	2		Sage Counters
Bobay, Jason	90	20	90	25		Sage Counters
Bobay, Jason	91	2	91	5		Sage Counters
Bobay, Jason	91	22	91	25		Sage Counters
Bobay, Jason	92	2	92	4		Sage Counters
Bobay, Jason	92	20	92	22		Sage Counters
Bobay, Jason	93	20	93	24		Sage Counters
Bobay, Jason	94	3	94	8		Sage Counters
Bobay, Jason	94	11	94	25		Sage Counters
Bobay, Jason	95	2	95	25		Sage Counters
Bobay, Jason	96	2	96	25		Sage Counters
Bobay, Jason	97	2	97	10		Sage Counters
Bobay, Jason	100	17	100	25		Sage Counters
Bobay, Jason	101	2	101	25		Sage Counters
Bobay, Jason	107	21	107	22		Sage Counters

Bobay, Jason	108	17	108	20	Sage Counters
Bobay, Jason	108	23	108	24	Sage Counters
Bobay, Jason	128	10	128	25	Sage Counters
Bobay, Jason	129	2	129	7	Sage Counters
Bobay, Jason	129	10	129	12	Sage Counters
Bobay, Jason	131	14	131	19	Sage Counters
Bobay, Jason	132	6	132	8	Sage Counters
Bobay, Jason	133	18	133	25	Sage Counters
Bobay, Jason	134	2	134	20	Note errata change Sage Counters
Bobay, Jason	148	2	148	12	Sage Counters
Bobay, Jason	148	24	148	25	Sage Counters
Bobay, Jason	149	2	149	9	Sage Counters
Bobay, Jason	149	12	149	19	Sage Counters
Bobay, Jason	152	23	152	25	Sage Counters
Bobay, Jason	153	2	153	3	Sage Counters
Bobay, Jason	153	5	153	6	Sage Counters
Bobay, Jason	154	19	154	25	Sage Counters
Bobay, Jason	155	2	155	25	Sage Counters
Bobay, Jason	156	2	156	6	Sage Counters
Bobay, Jason	160	19	160	22	Sage Counters
Bobay, Jason	161	9	161	25	Sage Counters
Bobay, Jason	162	2	162	14	Sage Counters
Bobay, Jason	163	14	163	16	Sage Counters
Bobay, Jason	164	4	164	7	Sage Counters
Bobay, Jason	164	25	164	25	Sage Counters
Bobay, Jason	165	2	165	25	Sage Counters
Bobay, Jason	166	2	166	12	Sage Counters
Bobay, Jason	164	18	164	22	Sage Counters
Bobay, Jason	167	6	167	12	Sage Counters
Bobay, Jason	167	16	167	17	Sage Counters
Bobay, Jason	171	25	171	25	Sage Contingent
Bobay, Jason	172	2	172	7	Sage Contingent
Bobay, Jason	180	4	180	11	Sage Counters
Bobay, Jason	182	16	182	25	Sage Counters
Bobay, Jason	183	2	183	25	Sage Counters
Bobay, Jason	184	2	184	25	Sage Counters
Bobay, Jason	185	2	185	5	Sage Counters

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Ecklund, Brian	16	21	16	25		Sage Counters
Ecklund, Brian	17	2	17	2		Sage Counters
Ecklund, Brian	32	6	32	12		Sage Counters
Ecklund, Brian	37	11	37	14		Sage Counters
Ecklund, Brian	37	17	37	23		Sage Counters
Ecklund, Brian	38	2	38	5		Sage Counters
Ecklund, Brian	48	15	48	16		Sage Counters
Ecklund, Brian	48	19	48	21		Sage Counters
Ecklund, Brian	49	16	49	18		Sage Counters
Ecklund, Brian	49	21	49	22	Note errata change	Sage Counters
Ecklund, Brian	50	3	50	6		Sage Counters
Ecklund, Brian	50	10	50	18		Sage Counters
Ecklund, Brian	54	10	54	14		Sage Counters
Ecklund, Brian	55	4	55	7		Sage Counters
Ecklund, Brian	55	22	55	25		Sage Counters
Ecklund, Brian	56	8	56	8		Sage Counters
Ecklund, Brian	56	11	56	12		Sage Counters
Ecklund, Brian	62	2	62	16		Sage Counters
Ecklund, Brian	61	19	61	25		Sage Counters
Ecklund, Brian	62	20	62	22		Sage Counters
Ecklund, Brian	70	13	70	15		Sage Counters
Ecklund, Brian	70	18	70	20		Sage Counters
Ecklund, Brian	74	2	74	7		Sage Counters
Ecklund, Brian	85	2	85	11		Sage Counters
Ecklund, Brian	103	5	103	14		Sage Counters
Ecklund, Brian	109	24	109	25		Sage Counters
Ecklund, Brian	110	2	110	5		Sage Counters
Ecklund, Brian	111	15	111	18		Sage Counters
Ecklund, Brian	118	8	118	14		Sage Counters
Ecklund, Brian	120	20	120	25		Sage Counters
Ecklund, Brian	121	2	121	2		Sage Counters
Ecklund, Brian	125	21	125	23		Sage Counters
Ecklund, Brian	126	3	126	5		Sage Counters
Ecklund, Brian	134	2	134	4		Sage Counters
Ecklund, Brian	134	7	134	10		Sage Counters
Ecklund, Brian	137	20	137	24		Sage Counters
Ecklund, Brian	138	3	138	7		Sage Counters
Ecklund, Brian	142	18	142	21		Sage Counters
Ecklund, Brian	146	19	146	22		Sage Counters
Ecklund, Brian	149	5	149	8		Sage Counters
Ecklund, Brian	157	11	157	19		Sage Counters
Ecklund, Brian	160	15	160	19		Sage Counters
Ecklund, Brian	160	23	160	25		Sage Counters
Ecklund, Brian	199	8	199	14		Sage Counters

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Paskal, Kelsey	25	3	25	5		Sage Counters
Paskal, Kelsey	25	8	25	23		Sage Counters
Paskal, Kelsey	28	18	28	24		Sage Counters
Paskal, Kelsey	31	11	31	12		Sage Counters
Paskal, Kelsey	31	15	31	22		Sage Counters
Paskal, Kelsey	38	22	38	25		Sage Counters
Paskal, Kelsey	39	2	39	12		Sage Counters
Paskal, Kelsey	42	5	42	8		Sage Counters
Paskal, Kelsey	42	12	42	20		Sage Counters
Paskal, Kelsey	42	24	42	25		Sage Counters
Paskal, Kelsey	43	2	43	6		Sage Counters
Paskal, Kelsey	43	9	43	15		Sage Counters
Paskal, Kelsey	44	9	44	12		Sage Counters
Paskal, Kelsey	44	16	44	25		Sage Counters
Paskal, Kelsey	45	2	45	5		Sage Counters
Paskal, Kelsey	49	25	49	25		Sage Contingent
Paskal, Kelsey	50	2	50	3		Sage Contingent
Paskal, Kelsey	50	6	50	12		Sage Contingent
Paskal, Kelsey	50	13	50	18		Sage Contingent
Paskal, Kelsey	50	21	50	22		Sage Contingent
Paskal, Kelsey	58	9	58	10		Sage Counters
Paskal, Kelsey	58	13	58	13		Sage Counters
Paskal, Kelsey	61	17	61	19		Sage Counters
Paskal, Kelsey	61	22	61	25		Sage Counters
Paskal, Kelsey	62	23	62	25		Sage Contingent
Paskal, Kelsey	63	4	63	7		Sage Contingent
Paskal, Kelsey	64	23	64	25		Sage Contingent
Paskal, Kelsey	65	2	65	3		Sage Contingent
Paskal, Kelsey	65	9	65	15		Sage Contingent
Paskal, Kelsey	65	18	65	21		Sage Contingent
Paskal, Kelsey	66	17	66	20		Sage Contingent
Paskal, Kelsey	66	23	66	25		Sage Contingent
Paskal, Kelsey	67	2	67	3		Sage Contingent
Paskal, Kelsey	67	4	67	6		Sage Counters
Paskal, Kelsey	67	9	67	11		Sage Counters
Paskal, Kelsey	67	12	67	13		Sage Contingent
Paskal, Kelsey	67	16	67	21		Sage Contingent
Paskal, Kelsey	67	22	67	25		Sage Counters
Paskal, Kelsey	68	6	68	11		Sage Counters
Paskal, Kelsey	69	9	69	10		Sage Counters
Paskal, Kelsey	69	13	69	20		Sage Counters
Paskal, Kelsey	70	20	70	21		Sage Counters
Paskal, Kelsey	70	24	70	25		Sage Counters
Paskal, Kelsey	71	2	71	7		Sage Counters
Paskal, Kelsey	73	8	73	12	Note errata change	Sage Contingent
Paskal, Kelsey	75	21	75	23		Sage Counters

Paskal, Kelsey	76	2	76	3	Sage Counters
Paskal, Kelsey	79	7	79	11	Sage Counters
Paskal, Kelsey	91	17	91	21	Sage Contingent
Paskal, Kelsey	98	7	98	24	Sage Counters
Paskal, Kelsey	99	5	99	7	Sage Counters
Paskal, Kelsey	99	11	99	19	Sage Counters
Paskal, Kelsey	101	2	101	13	Sage Contingent
Paskal, Kelsey	102	8	102	21	Sage Counters
Paskal, Kelsey	132	25	132	25	Sage Counters
Paskal, Kelsey	133	2	133	5	Sage Counters
Paskal, Kelsey	133	8	133	17	Sage Counters
Paskal, Kelsey	143	10	143	15	Sage Counters
Paskal, Kelsey	144	5	144	17	Sage Counters
Paskal, Kelsey	144	20	144	22	Sage Counters
Paskal, Kelsey	154	15	154	18	Sage Counters
Paskal, Kelsey	154	22	154	25	Sage Counters
Paskal, Kelsey	155	2	155	3	Sage Counters
Paskal, Kelsey	155	6	155	10	Sage Counters
Paskal, Kelsey	162	20	162	23	Sage Counters
Paskal, Kelsey	163	3	163	6	Sage Contingent
Paskal, Kelsey	164	8	164	18	Sage Counters

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Sanchez, Ph_D_, Robert A_ 2021-04-21	12	12	12	16		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	16	17	16	20		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	16	23	16	24		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	17	2	17	5		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	21	4	21	8		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	21	12	21	14		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	21	21	21	23		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	22	3	22	5		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	22	16	22	18		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	22	25	22	25		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	23	12	23	13		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	23	16	23	17		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	24	1	24	9		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	27	19	27	20		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	27	22	27	22		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	27	24	27	25		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	28	2	28	3		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	28	5	28	5		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	28	7	28	8		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	35	23	35	24		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	36	2	36	2		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	36	15	36	17		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	36	21	36	24		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	37	2	37	8		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	37	11	37	16		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	37	20	37	22		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	37	25	37	25		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	38	1	38	3		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	38	5	38	5		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	40	15	40	16		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	40	18	40	25		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	41	1	41	13		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	41	17	41	19		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	41	22	41	25		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	42	1	42	10		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	42	18	42	21		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	43	22	43	25		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	44	1	44	1		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	44	3	44	11		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	44	13	44	13		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	45	1	45	7		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	45	9	45	14		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	45	21	45	22		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	45	25	45	25		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	46	2	46	4		Sage Counters
Sanchez, Ph_D_, Robert A_ 2021-04-21	46	7	46	8		Sage Counters

Sanchez, Ph_D_ , Robert A_ 2021-04-21	46	10	46	11	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	46	14	46	21	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	47	17	47	19	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	47	23	47	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	48	3	48	3	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	50	11	50	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	51	1	51	5	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	51	7	51	10	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	51	12	51	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	52	1	52	5	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	52	21	52	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	53	10	53	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	54	1	54	8	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	54	14	54	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	55	22	55	24	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	56	1	56	2	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	56	21	56	23	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	56	25	56	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	57	1	57	9	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	59	17	59	18	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	59	20	59	20	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	60	7	60	13	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	60	22	60	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	61	1	61	7	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	61	10	61	19	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	61	22	61	23	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	62	14	62	19	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	62	25	62	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	63	1	63	13	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	64	4	64	22	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	64	24	64	24	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	65	2	65	13	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	65	21	65	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	66	1	66	12	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	66	15	66	15	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	66	18	66	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	67	5	67	7	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	67	10	67	11	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	68	4	68	6	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	68	8	68	8	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	68	10	68	23	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	69	7	69	18	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	70	9	70	14	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	71	22	71	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	72	5	72	6	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	72	19	73	5	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	73	14	73	15	Sage Counters

Sanchez, Ph_D_ , Robert A_ 2021-04-21	73	17	73	18	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	73	20	73	20	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	74	23	74	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	75	1	75	1	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	75	3	75	3	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	75	8	75	12	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	75	15	75	16	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	75	18	75	23	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	76	2	76	5	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	76	8	76	14	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	76	17	76	19	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	76	21	77	7	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	77	14	77	17	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	77	21	77	23	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	78	1	78	1	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	78	12	78	15	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	78	20	78	22	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	78	25	78	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	79	2	79	4	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	80	13	80	16	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	80	19	80	19	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	81	16	81	20	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	81	23	81	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	82	1	82	1	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	83	1	83	2	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	83	5	83	16	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	83	18	83	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	84	5	84	11	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	84	15	84	16	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	84	19	84	23	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	85	5	85	14	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	85	18	86	4	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	86	14	86	16	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	86	19	86	22	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	86	24	87	6	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	87	11	87	14	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	87	22	88	11	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	88	14	88	18	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	88	21	88	22	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	88	24	89	3	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	89	5	89	12	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	90	9	90	12	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	90	15	90	18	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	90	20	90	23	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	91	1	91	2	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	91	5	91	8	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	91	11	91	13	Sage Counters

Sanchez, Ph_D_ , Robert A_ 2021-04-21	94	10	94	16	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	94	25	94	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	95	1	95	7	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	95	14	95	23	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	96	1	96	5	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	96	8	96	14	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	96	16	96	18	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	96	21	96	22	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	96	24	97	1	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	97	4	97	4	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	97	8	97	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	98	1	98	5	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	99	12	99	13	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	99	16	99	16	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	101	12	101	14	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	101	16	101	16	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	101	19	101	22	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	102	3	102	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	103	1	103	8	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	103	11	103	14	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	103	19	103	23	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	104	14	104	24	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	105	2	105	7	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	105	14	105	20	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	105	22	105	22	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	105	25	105	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	106	1	106	3	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	106	6	106	9	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	106	12	106	23	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	107	22	107	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	108	1	108	2	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	108	5	108	5	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	108	7	108	10	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	108	15	108	22	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	108	25	108	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	109	2	109	6	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	110	22	111	7	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	112	23	113	2	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	115	9	115	22	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	121	4	121	6	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	121	8	121	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	122	12	122	17	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	122	22	123	6	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	123	9	123	10	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	124	5	124	8	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	125	4	125	7	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	125	14	126	6	Sage Counters

Sanchez, Ph_D_ , Robert A_ 2021-04-21	127	12	127	16	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	127	21	127	24	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	130	22	130	23	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	131	7	131	8	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	131	11	131	11	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	131	13	131	18	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	131	22	131	24	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	132	4	132	7	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	132	13	132	16	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	132	20	132	23	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	133	11	133	15	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	133	18	133	23	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	134	1	134	19	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	135	9	135	13	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	135	16	135	20	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	135	23	136	14	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	140	10	140	16	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	140	19	140	19	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	141	1	141	5	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	141	23	142	1	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	142	3	142	6	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	142	10	143	1	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	143	22	143	25	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	144	1	144	9	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	148	17	148	19	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	148	24	149	2	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	149	18	149	24	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	156	8	156	17	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	156	25	157	3	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	157	5	157	5	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	157	7	157	7	Sage Counters
Sanchez, Ph_D_ , Robert A_ 2021-04-21	157	9	157	17	Sage Counters

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Sexton, Kristin	13	11	13	16		Sage Counters
Sexton, Kristin	14	20	14	25		Sage Counters
Sexton, Kristin	15	2	15	15		Sage Counters
Sexton, Kristin	16	7	16	14	Note errata change	Sage Counters
Sexton, Kristin	16	25	16	25		Sage Counters
Sexton, Kristin	17	2	17	4		Sage Counters
Sexton, Kristin	17	7	17	21		Sage Counters
Sexton, Kristin	19	20	19	25		Sage Counters
Sexton, Kristin	20	2	20	8		Sage Counters
Sexton, Kristin	20	11	20	17		Sage Counters
Sexton, Kristin	21	6	21	11		Sage Counters
Sexton, Kristin	22	4	22	13		Sage Counters
Sexton, Kristin	23	22	23	25		Sage Counters
Sexton, Kristin	24	2	24	12		Sage Counters
Sexton, Kristin	27	8	27	12		Sage Counters
Sexton, Kristin	29	8	29	11		Sage Counters
Sexton, Kristin	31	20	31	24		Sage Counters
Sexton, Kristin	32	8	32	11		Sage Counters
Sexton, Kristin	34	7	34	9		Sage Counters
Sexton, Kristin	34	12	34	14		Sage Counters
Sexton, Kristin	35	10	35	15		Sage Counters
Sexton, Kristin	36	23	36	25		Sage Counters
Sexton, Kristin	37	2	37	22		Sage Counters
Sexton, Kristin	37	25	37	25		Sage Counters
Sexton, Kristin	38	2	38	3		Sage Counters
Sexton, Kristin	38	13	38	16		Sage Counters
Sexton, Kristin	38	19	38	22		Sage Counters
Sexton, Kristin	40	3	40	5		Sage Counters
Sexton, Kristin	40	9	40	15		Sage Counters
Sexton, Kristin	40	18	40	24		Sage Counters
Sexton, Kristin	47	16	47	18		Sage Counters
Sexton, Kristin	47	21	47	25		Sage Counters
Sexton, Kristin	48	2	48	5		Sage Counters
Sexton, Kristin	48	8	48	19		Sage Counters
Sexton, Kristin	48	22	48	25		Sage Counters
Sexton, Kristin	49	2	49	10		Sage Counters
Sexton, Kristin	49	13	49	22		Sage Counters
Sexton, Kristin	55	23	55	25		Sage Counters
Sexton, Kristin	56	2	56	13		Sage Counters
Sexton, Kristin	56	20	56	25		Sage Counters
Sexton, Kristin	57	2	57	12		Sage Counters
Sexton, Kristin	58	3	58	6		Sage Counters
Sexton, Kristin	58	9	58	17		Sage Counters
Sexton, Kristin	59	2	59	13		Sage Counters
Sexton, Kristin	62	25	62	25		Sage Counters
Sexton, Kristin	63	2	63	3		Sage Counters

Sexton, Kristin	63	6	63	12	Sage Counters
Sexton, Kristin	63	23	63	25	Sage Counters
Sexton, Kristin	64	2	64	5	Sage Counters
Sexton, Kristin	66	2	66	4	Sage Counters
Sexton, Kristin	66	7	66	18	Sage Counters
Sexton, Kristin	66	21	66	24	Sage Counters
Sexton, Kristin	67	4	67	6	Sage Counters
Sexton, Kristin	80	11	80	25	Sage Counters
Sexton, Kristin	81	2	81	7	Sage Counters
Sexton, Kristin	83	18	83	19	Sage Counters
Sexton, Kristin	83	23	83	25	Sage Counters
Sexton, Kristin	87	14	87	15	Sage Counters
Sexton, Kristin	87	18	87	25	Sage Counters
Sexton, Kristin	88	2	88	5	Sage Counters
Sexton, Kristin	88	8	88	9	Sage Counters
Sexton, Kristin	90	5	90	7	Sage Counters
Sexton, Kristin	90	10	90	15	Sage Counters
Sexton, Kristin	91	20	91	21	Sage Counters
Sexton, Kristin	91	24	91	25	Sage Counters
Sexton, Kristin	92	2	92	5	Sage Counters
Sexton, Kristin	92	9	92	20	Sage Counters
Sexton, Kristin	94	3	94	6	Sage Counters
Sexton, Kristin	96	3	96	11	Sage Counters
Sexton, Kristin	96	14	96	21	Sage Counters
Sexton, Kristin	97	21	97	25	Sage Counters
Sexton, Kristin	98	2	98	2	Sage Counters
Sexton, Kristin	98	23	98	25	Sage Counters
Sexton, Kristin	99	2	99	6	Sage Counters
Sexton, Kristin	99	20	99	25	Sage Counters
Sexton, Kristin	100	2	100	17	Sage Counters
Sexton, Kristin	100	20	100	25	Sage Counters
Sexton, Kristin	101	2	101	13	Sage Counters
Sexton, Kristin	101	16	101	22	Sage Counters
Sexton, Kristin	107	23	107	24	Sage Counters
Sexton, Kristin	108	3	108	4	Sage Counters
Sexton, Kristin	111	2	111	4	Sage Counters
Sexton, Kristin	111	7	111	17	Note errata change Sage Counters
Sexton, Kristin	111	21	111	25	Sage Counters
Sexton, Kristin	112	2	112	9	Sage Counters
Sexton, Kristin	112	13	112	20	Sage Counters
Sexton, Kristin	116	7	116	8	Sage Counters
Sexton, Kristin	116	11	116	14	Sage Counters
Sexton, Kristin	126	10	126	22	Sage Counters
Sexton, Kristin	127	12	127	25	Sage Counters
Sexton, Kristin	137	23	137	25	Sage Contingent
Sexton, Kristin	138	5	138	8	Sage Contingent
Sexton, Kristin	138	25	138	25	Sage Counters

Sexton, Kristin	139	2	139	7	Sage Counters
Sexton, Kristin	142	14	142	18	Sage Counters
Sexton, Kristin	144	25	144	25	Sage Counters
Sexton, Kristin	145	2	145	6	Sage Counters
Sexton, Kristin	146	9	146	11	Sage Counters
Sexton, Kristin	146	14	146	22	Sage Counters
Sexton, Kristin	147	2	147	9	Sage Counters
Sexton, Kristin	147	17	147	23	Sage Counters
Sexton, Kristin	149	17	149	24	Sage Counters
Sexton, Kristin	170	21	170	25	Sage Counters
Sexton, Kristin	171	2	171	3	Sage Counters
Sexton, Kristin	171	24	171	25	Sage Counters
Sexton, Kristin	183	23	183	25	Sage Contingent
Sexton, Kristin	184	4	184	8	Sage Contingent
Sexton, Kristin	196	24	196	25	Sage Counters
Sexton, Kristin	197	2	197	5	Sage Counters
Sexton, Kristin	211	7	211	7	Sage Counters
Sexton, Kristin	211	12	211	14	Sage Counters
Sexton, Kristin	213	16	213	18	Sage Counters
Sexton, Kristin	213	22	213	25	Sage Counters
Sexton, Kristin	214	2	214	2	Sage Counters
Sexton, Kristin	220	13	220	16	Sage Counters
Sexton, Kristin	220	19	220	25	Sage Counters
Sexton, Kristin	236	16	236	18	Sage Counters
Sexton, Kristin	236	22	236	25	Sage Counters
Sexton, Kristin	237	2	237	2	Sage Counters
Sexton, Kristin	237	13	237	15	Sage Counters
Sexton, Kristin	237	20	237	25	Sage Counters
Sexton, Kristin	238	2	238	8	Sage Counters
Sexton, Kristin	253	14	253	15	Sage Counters
Sexton, Kristin	253	19	253	25	Sage Counters
Sexton, Kristin	254	2	254	16	Sage Counters
Sexton, Kristin	257	3	257	20	Sage Counters
Sexton, Kristin	258	15	258	18	Sage Counters
Sexton, Kristin	258	21	258	25	Sage Counters
Sexton, Kristin	259	2	259	3	Sage Counters
Sexton, Kristin	259	6	259	16	Sage Counters
Sexton, Kristin	260	19	260	21	Sage Counters
Sexton, Kristin	260	24	260	25	Sage Counters
Sexton, Kristin	261	2	261	5	Sage Counters
Sexton, Kristin	268	7	268	9	Sage Counters
Sexton, Kristin	268	13	268	17	Sage Counters
Sexton, Kristin	271	15	271	16	Sage Contingent
Sexton, Kristin	271	19	271	25	Sage Counters
Sexton, Kristin	272	2	272	5	Sage Contingent
Sexton, Kristin	273	14	273	25	Sage Counters
Sexton, Kristin	274	2	274	3	Sage Counters

Sexton, Kristin	274	6	274	17	Sage Counters
Sexton, Kristin	277	18	277	22	Sage Counters
Sexton, Kristin	278	7	278	14	Sage Counters
Sexton, Kristin	279	16	279	21	Sage Counters
Sexton, Kristin	281	21	281	25	Sage Counters
Sexton, Kristin	282	2	282	11	Sage Counters
Sexton, Kristin	283	24	283	25	Sage Counters
Sexton, Kristin	284	2	284	8	Sage Counters
Sexton, Kristin	289	25	289	25	Sage Counters
Sexton, Kristin	290	2	290	10	Sage Counters
Sexton, Kristin	297	5	297	12	Sage Counters
Sexton, Kristin	298	21	298	25	Sage Counters
Sexton, Kristin	299	2	299	3	Sage Counters
Sexton, Kristin	303	12	303	25	Note errata change Sage Counters
Sexton, Kristin	304	2	304	18	Sage Counters
Sexton, Kristin	321	18	321	21	Sage Counters
Sexton, Kristin	321	24	321	25	Sage Counters
Sexton, Kristin	322	2	322	9	Note errata change Sage Counters
Sexton, Kristin	323	20	323	22	Sage Counters
Sexton, Kristin	323	25	323	25	Sage Counters
Sexton, Kristin	324	2	324	9	Sage Counters
Sexton, Kristin	324	12	324	14	Sage Counters
Sexton, Kristin	325	20	325	22	Sage Contingent
Sexton, Kristin	325	25	325	25	Sage Contingent
Sexton, Kristin	326	2	326	2	Sage Contingent

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Thompson, Jill	14	5	14	14		Sage Counters
Thompson, Jill	15	7	15	14		Sage Counters
Thompson, Jill	18	7	18	11		Sage Counters
Thompson, Jill	23	14	23	25		Sage Counters
Thompson, Jill	24	2	24	4	Note errata change	Sage Counters
Thompson, Jill	27	25	27	25		Sage Contingent
Thompson, Jill	28	2	28	6		Sage Contingent
Thompson, Jill	28	9	28	20		Sage Contingent
Thompson, Jill	29	20	29	24		Sage Contingent
Thompson, Jill	30	3	30	7		Sage Contingent
Thompson, Jill	32	8	32	12		Sage Counters
Thompson, Jill	33	9	33	23		Sage Counters
Thompson, Jill	34	19	34	22		Sage Counters
Thompson, Jill	40	4	40	10		Sage Counters
Thompson, Jill	48	5	48	25		Sage Contingent
Thompson, Jill	49	2	49	9		Sage Contingent
Thompson, Jill	69	15	69	25		Sage Contingent
Thompson, Jill	70	2	70	7		Sage Contingent
Thompson, Jill	79	24	79	25		Sage Counters
Thompson, Jill	80	2	80	25		Sage Counters
Thompson, Jill	81	2	81	5		Sage Counters
Thompson, Jill	81	25	81	25		Sage Counters
Thompson, Jill	82	2	82	18		Sage Counters
Thompson, Jill	89	5	89	15		Sage Counters
Thompson, Jill	89	18	89	25		Sage Counters
Thompson, Jill	90	2	90	3		Sage Counters
Thompson, Jill	92	9	92	25		Sage Counters
Thompson, Jill	100	3	100	25		Sage Counters
Thompson, Jill	101	2	101	5		Sage Counters
Thompson, Jill	105	8	105	10		Sage Counters
Thompson, Jill	105	13	105	16		Sage Counters
Thompson, Jill	105	19	105	24		Sage Counters
Thompson, Jill	106	3	106	5		Sage Counters
Thompson, Jill	108	7	108	11		Sage Counters
Thompson, Jill	109	4	109	12		Sage Counters

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Ulreich, Daniel	8	12	8	19		Sage Counters
Ulreich, Daniel	10	3	10	7		Sage Counters
Ulreich, Daniel	16	22	16	25		Sage Counters
Ulreich, Daniel	17	12	17	16		Sage Counters
Ulreich, Daniel	18	4	18	16		Sage Counters
Ulreich, Daniel	18	19	18	20		Sage Counters
Ulreich, Daniel	19	7	19	14		Sage Counters
Ulreich, Daniel	21	7	21	20		Sage Counters
Ulreich, Daniel	23	8	23	10		Sage Counters
Ulreich, Daniel	23	13	23	15		Sage Counters
Ulreich, Daniel	24	6	24	10		Sage Counters
Ulreich, Daniel	24	13	24	15		Sage Counters
Ulreich, Daniel	24	16	24	21	Note errata change	Sage Counters
Ulreich, Daniel	24	22	24	25		Sage Counters
Ulreich, Daniel	25	4	25	6		Sage Counters
Ulreich, Daniel	27	18	27	25		Sage Counters
Ulreich, Daniel	28	2	28	5		Sage Counters
Ulreich, Daniel	28	8	28	9		Sage Counters
Ulreich, Daniel	28	18	28	25		Sage Counters
Ulreich, Daniel	29	2	29	6		Sage Counters
Ulreich, Daniel	30	25	30	25		Sage Counters
Ulreich, Daniel	31	2	31	9		Sage Counters
Ulreich, Daniel	31	19	31	22		Sage Counters
Ulreich, Daniel	33	8	33	16		Sage Counters
Ulreich, Daniel	34	3	34	5		Sage Counters
Ulreich, Daniel	34	8	34	12		Sage Counters
Ulreich, Daniel	35	25	35	25		Sage Counters
Ulreich, Daniel	36	2	36	10		Sage Counters
Ulreich, Daniel	40	5	40	14		Sage Counters
Ulreich, Daniel	42	24	42	25		Sage Counters
Ulreich, Daniel	43	2	43	11		Sage Counters
Ulreich, Daniel	44	18	44	24		Sage Counters
Ulreich, Daniel	45	18	45	20		Sage Counters
Ulreich, Daniel	45	23	45	25		Sage Counters
Ulreich, Daniel	46	2	46	3		Sage Counters
Ulreich, Daniel	46	6	46	8		Sage Counters
Ulreich, Daniel	52	19	52	23		Sage Counters
Ulreich, Daniel	53	2	53	4		Sage Counters
Ulreich, Daniel	56	21	56	25		Sage Counters
Ulreich, Daniel	57	5	57	8		Sage Counters
Ulreich, Daniel	68	20	68	23		Sage Counters
Ulreich, Daniel	69	3	69	7		Sage Counters
Ulreich, Daniel	73	25	73	25		Sage Counters
Ulreich, Daniel	74	2	74	8		Sage Counters
Ulreich, Daniel	74	12	74	15		Sage Counters
Ulreich, Daniel	74	24	74	25		Sage Counters

Ulreich, Daniel	75	2	75	6	Sage Counters
Ulreich, Daniel	75	9	75	9	Sage Counters
Ulreich, Daniel	75	18	75	19	Sage Counters
Ulreich, Daniel	75	22	75	24	Sage Counters
Ulreich, Daniel	76	4	76	5	Sage Counters
Ulreich, Daniel	76	8	76	9	Sage Counters
Ulreich, Daniel	79	9	79	11	Sage Counters
Ulreich, Daniel	79	14	79	16	Sage Counters
Ulreich, Daniel	80	10	80	13	Sage Counters
Ulreich, Daniel	80	16	80	21	Sage Counters
Ulreich, Daniel	80	24	80	24	Sage Counters
Ulreich, Daniel	81	12	81	21	Sage Counters
Ulreich, Daniel	86	18	86	25	Sage Counters
Ulreich, Daniel	89	17	89	21	Sage Counters
Ulreich, Daniel	89	24	89	25	Note errata change Sage Counters
Ulreich, Daniel	90	2	90	3	Sage Counters
Ulreich, Daniel	94	15	94	25	Sage Counters
Ulreich, Daniel	95	2	95	2	Sage Counters
Ulreich, Daniel	98	19	98	25	Sage Counters
Ulreich, Daniel	99	2	99	2	Sage Counters
Ulreich, Daniel	99	5	99	10	Sage Counters
Ulreich, Daniel	99	14	99	23	Sage Counters
Ulreich, Daniel	100	2	100	5	Sage Counters
Ulreich, Daniel	100	8	100	11	Sage Counters
Ulreich, Daniel	101	18	101	20	Sage Counters
Ulreich, Daniel	101	24	101	25	Sage Counters
Ulreich, Daniel	102	2	102	4	Sage Counters
Ulreich, Daniel	102	7	102	12	Sage Counters
Ulreich, Daniel	102	15	102	19	Sage Counters
Ulreich, Daniel	102	22	102	24	Sage Counters
Ulreich, Daniel	105	14	105	18	Sage Counters
Ulreich, Daniel	105	22	105	25	Sage Counters
Ulreich, Daniel	106	4	106	8	Sage Counters
Ulreich, Daniel	106	14	106	20	Sage Counters
Ulreich, Daniel	106	23	106	25	Sage Counters
Ulreich, Daniel	107	2	107	9	Sage Counters
Ulreich, Daniel	107	12	107	15	Sage Counters
Ulreich, Daniel	108	17	108	23	Sage Counters
Ulreich, Daniel	109	2	109	4	Sage Counters
Ulreich, Daniel	112	14	112	16	Sage Counters
Ulreich, Daniel	112	19	112	20	Sage Counters
Ulreich, Daniel	113	5	113	7	Sage Counters
Ulreich, Daniel	113	10	113	14	Sage Counters
Ulreich, Daniel	113	17	113	17	Sage Counters
Ulreich, Daniel	122	22	122	25	Sage Counters
Ulreich, Daniel	123	2	123	4	Sage Counters
Ulreich, Daniel	123	20	123	22	Sage Counters

Ulreich, Daniel	124	3	124	6	Sage Counters
Ulreich, Daniel	126	25	126	25	Sage Counters
Ulreich, Daniel	127	2	127	12	Sage Counters
Ulreich, Daniel	127	15	127	16	Sage Counters
Ulreich, Daniel	141	19	141	23	Sage Counters
Ulreich, Daniel	142	2	142	10	Sage Counters
Ulreich, Daniel	142	18	142	21	Sage Counters
Ulreich, Daniel	142	24	142	25	Sage Counters
Ulreich, Daniel	143	2	143	23	Sage Counters
Ulreich, Daniel	144	2	144	4	Sage Counters
Ulreich, Daniel	145	18	145	22	Sage Counters
Ulreich, Daniel	145	24	145	25	Sage Counters
Ulreich, Daniel	146	2	146	4	Sage Counters
Ulreich, Daniel	156	17	156	20	Sage Counters
Ulreich, Daniel	156	24	156	25	Sage Counters
Ulreich, Daniel	157	2	157	6	Sage Counters
Ulreich, Daniel	157	10	157	10	Sage Counters
Ulreich, Daniel	160	4	160	8	Sage Counters
Ulreich, Daniel	175	22	175	25	Sage Counters
Ulreich, Daniel	160	10	160	12	Sage Counters
Ulreich, Daniel	176	2	176	2	Sage Counters
Ulreich, Daniel	176	6	176	8	Sage Counters
Ulreich, Daniel	176	17	176	25	Sage Counters
Ulreich, Daniel	177	2	177	4	Sage Counters
Ulreich, Daniel	177	11	177	14	Sage Counters
Ulreich, Daniel	179	5	179	10	Sage Counters
Ulreich, Daniel	179	13	179	14	Sage Counters
Ulreich, Daniel	185	15	185	17	Sage Counters
Ulreich, Daniel	185	21	185	23	Sage Counters
Ulreich, Daniel	186	8	186	12	Sage Counters
Ulreich, Daniel	186	17	186	17	Sage Counters
Ulreich, Daniel	186	25	186	25	Sage Counters
Ulreich, Daniel	187	2	187	4	Sage Counters
Ulreich, Daniel	187	8	187	10	Sage Counters
Ulreich, Daniel	192	20	192	25	Sage Counters
Ulreich, Daniel	193	2	193	5	Sage Counters
Ulreich, Daniel	193	8	193	9	Sage Counters
Ulreich, Daniel	202	16	202	21	Sage Counters
Ulreich, Daniel	202	24	202	25	Sage Counters
Ulreich, Daniel	203	7	203	9	Sage Counters
Ulreich, Daniel	203	12	203	12	Sage Counters
Ulreich, Daniel	204	25	204	25	Sage Counters
Ulreich, Daniel	205	2	205	11	Sage Counters
Ulreich, Daniel	205	14	205	15	Sage Counters
Ulreich, Daniel	209	15	209	19	Sage Counters
Ulreich, Daniel	219	16	219	19	Sage Counters
Ulreich, Daniel	219	22	219	24	Sage Counters

Ulreich, Daniel	221	5	221	14	Sage Counters
Ulreich, Daniel	221	17	221	21	Sage Counters
Ulreich, Daniel	222	11	222	16	Sage Counters
Ulreich, Daniel	222	21	222	25	Sage Counters
Ulreich, Daniel	223	2	223	2	Sage Counters
Ulreich, Daniel	223	15	223	18	Sage Counters
Ulreich, Daniel	223	23	223	25	Sage Counters
Ulreich, Daniel	224	2	224	2	Sage Counters
Ulreich, Daniel	225	15	225	18	Sage Counters
Ulreich, Daniel	225	21	225	21	Sage Counters
Ulreich, Daniel	226	4	226	6	Sage Counters
Ulreich, Daniel	226	9	226	10	Sage Counters

# **SCHEDULE E3**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

PUREWICK CORPORATION,

Plaintiff/Counterclaim Defendant,

v.

C.A. No. 19-1508-MN

SAGE PRODUCTS, LLC,

Defendant/Counterclaim Plaintiff.

**DEFENDANT'S TRIAL WITNESS LIST**

Below is an identification of the witnesses whose testimony each Defendant may present at trial. The inclusion of a witness on this list does not require Defendant to call that witness to testify, and does not imply or establish that the party has the power to compel the live testimony of that witness or make that witness available to the opposing party.

Defendant expressly reserves the right to call any witness identified by the Plaintiff at any point before or during trial, whether or not listed on the lists below, live or by deposition designations. Sage also expressly reserves the right to call any witness live or by deposition designations (or to offer additional deposition designations from witnesses identified herein) for purposes of rebuttal, impeachment, or authentication of a document or as required by any of the Court's pretrial or trial rulings. Sage also reserve the right to change or modify these lists as permitted by the Federal Rules of Civil Procedure, Local Rules, or Orders of the Court, including in view of events at trial or based on circumstances that may evolve prior to the commencement of trial, such as but not limited to, evidentiary rulings or other rulings by the Court. Deposition designations are also attached to the pretrial order including for witnesses that Plaintiff has not indicated will be live at trial.

Sage expects to call the following witness to testify live or by deposition at trial: Nick Alexander (expected to be live), Brett Blabas (expected to be live), Jason Bobay (live or by deposition), Brian Ecklund (expected to be live), Diane Newman (live), Kelsey Paskal (expected to be live), Laura Shaw (by deposition), Donald Sheldon (live), and Vince Thomas (live).

Sage further expects to call the following witnesses that have been represented by Plaintiff to testify live or by deposition at trial: Brian Burn (live or by deposition), Joseph Forehand (expected by deposition), John Gohde (live per plaintiff; designations also provided), Gregory Mann (live or by deposition), Camille Newton (live per plaintiff; designations also provided), Ray Newton (live or by deposition), Robert Sanchez (live or by deposition), and Paul Zani (live or by deposition).

Sage may call the following witnesses to testify live or by deposition at trial: Ruby Dy (by deposition), Mark Harvie (expected by deposition), Erika Lietzan (live, subject to the Court's Order), Kristin Sexton (live or by deposition), Robert Sterne (live), Jill Thompson (live or by deposition); Edward Callan (by deposition), and Marcus Simon (expected by deposition).

# **SCHEDULE E4a**

**Sage's Deposition Designations (Output provided electronically)**

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Bobay, Jason	7	3	7	9		Sage Designations
Bobay, Jason	14	7	14	12		Sage Designations
Bobay, Jason	14	22	15	25		Sage Designations
Bobay, Jason	16	2	16	2		Sage Designations
Bobay, Jason	17	9	17	25		Sage Designations
Bobay, Jason	18	2	18	25		Sage Designations
Bobay, Jason	20	2	21	11		Sage Designations
Bobay, Jason	21	21	21	25		Sage Designations
Bobay, Jason	22	2	22	18		Sage Designations
Bobay, Jason	23	24	23	25		Sage Designations
Bobay, Jason	24	2	24	12		Sage Designations
Bobay, Jason	25	16	25	24		Sage Designations
Bobay, Jason	34	9	34	21		Sage Designations
Bobay, Jason	34	24	34	25		Sage Designations
Bobay, Jason	35	2	35	3		Sage Designations
Bobay, Jason	76	10	76	16		Sage Designations
Bobay, Jason	76	19	77	6		Sage Designations
Bobay, Jason	80	9	80	12		Sage Designations
Bobay, Jason	81	14	81	16		Sage Designations
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Bobay, Jason	166	3	166	12	Sage Designations
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Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
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Burn, Brian 2021-04-02	188	10	188	12	Sage Designations
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Burn, Brian 2021-04-02	220	11	220	22	Sage Designations
Burn, Brian 2021-04-02	221	4	221	7	Sage Designations
Burn, Brian 2021-04-02	221	17	221	19	Sage Designations
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Burn, Brian 2021-04-02	223	5	223	8	Sage Designations

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Callan, Edward William	83	17	83	22		Sage Designations
Callan, Edward William	84	6	84	21		Sage Designations
Callan, Edward William	86	20	86	23		Sage Designations

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Callan, Edward William	91	20	92	13	Sage Designations

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
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Dy, Ruby 2021-04-14	18	9	18	10		Sage Designations
Dy, Ruby 2021-04-14	18	12	18	20		Sage Designations
Dy, Ruby 2021-04-14	20	9	20	11		Sage Designations
Dy, Ruby 2021-04-14	22	24	23	2		Sage Designations
Dy, Ruby 2021-04-14	28	6	28	8		Sage Designations
Dy, Ruby 2021-04-14	31	14	31	23		Sage Designations
Dy, Ruby 2021-04-14	34	8	34	20		Sage Designations
Dy, Ruby 2021-04-14	35	10	35	13		Sage Designations
Dy, Ruby 2021-04-14	35	15	35	23		Sage Designations
Dy, Ruby 2021-04-14	36	20	36	22		Sage Designations
Dy, Ruby 2021-04-14	36	24	36	25		Sage Designations
Dy, Ruby 2021-04-14	37	3	37	11		Sage Designations
Dy, Ruby 2021-04-14	40	3	40	5		Sage Designations
Dy, Ruby 2021-04-14	40	7	40	7		Sage Designations
Dy, Ruby 2021-04-14	40	9	40	11		Sage Designations
Dy, Ruby 2021-04-14	40	13	40	17		Sage Designations
Dy, Ruby 2021-04-14	41	6	41	9		Sage Designations
Dy, Ruby 2021-04-14	41	20	41	20		Sage Designations
Dy, Ruby 2021-04-14	43	18	43	23		Sage Designations
Dy, Ruby 2021-04-14	44	25	45	1		Sage Designations
Dy, Ruby 2021-04-14	45	3	45	8		Sage Designations
Dy, Ruby 2021-04-14	45	10	45	19		Sage Designations
Dy, Ruby 2021-04-14	45	22	45	23		Sage Designations
Dy, Ruby 2021-04-14	46	1	46	9		Sage Designations
Dy, Ruby 2021-04-14	47	13	47	14		Sage Designations
Dy, Ruby 2021-04-14	47	18	47	20		Sage Designations
Dy, Ruby 2021-04-14	48	16	48	23		Sage Designations
Dy, Ruby 2021-04-14	49	2	49	3		Sage Designations
Dy, Ruby 2021-04-14	49	7	49	13		Sage Designations
Dy, Ruby 2021-04-14	49	16	49	22		Sage Designations
Dy, Ruby 2021-04-14	50	15	50	25		Sage Designations
Dy, Ruby 2021-04-14	51	3	51	4		Sage Designations
Dy, Ruby 2021-04-14	52	25	53	5		Sage Designations
Dy, Ruby 2021-04-14	53	20	53	23		Sage Designations
Dy, Ruby 2021-04-14	55	8	55	12		Sage Designations
Dy, Ruby 2021-04-14	55	14	55	14		Sage Designations
Dy, Ruby 2021-04-14	56	5	56	5		Sage Designations
Dy, Ruby 2021-04-14	56	9	56	20		Sage Designations
Dy, Ruby 2021-04-14	56	24	56	25		Sage Designations
Dy, Ruby 2021-04-14	57	3	57	3		Sage Designations
Dy, Ruby 2021-04-14	57	5	57	5		Sage Designations
Dy, Ruby 2021-04-14	58	1	58	13		Sage Designations
Dy, Ruby 2021-04-14	92	24	93	8		Sage Designations

Dy, Ruby 2021-04-14	93	10	93	11	Sage Designations
Dy, Ruby 2021-04-14	93	13	93	22	Sage Designations

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Forehand, Joseph	7	15	7	21		Sage Designations
Forehand, Joseph	14	4	14	5		Sage Designations
Forehand, Joseph	14	15	14	17		Sage Designations
Forehand, Joseph	17	8	17	15		Sage Designations
Forehand, Joseph	18	6	18	21		Sage Designations
Forehand, Joseph	19	4	19	7		Sage Designations
Forehand, Joseph	19	9	19	24		Sage Designations
Forehand, Joseph	20	2	20	3		Sage Designations
Forehand, Joseph	20	5	20	5		Sage Designations
Forehand, Joseph	20	7	20	10		Sage Designations
Forehand, Joseph	20	15	21	2		Sage Designations
Forehand, Joseph	21	4	21	6		Sage Designations
Forehand, Joseph	21	9	21	17		Sage Designations
Forehand, Joseph	21	24	22	1		Sage Designations
Forehand, Joseph	22	18	22	20		Sage Designations
Forehand, Joseph	23	7	23	8		Sage Designations
Forehand, Joseph	23	10	23	10		Sage Designations
Forehand, Joseph	23	12	23	13		Sage Designations
Forehand, Joseph	23	15	23	18		Sage Designations
Forehand, Joseph	24	1	24	2		Sage Designations
Forehand, Joseph	28	3	28	11		Sage Designations
Forehand, Joseph	28	13	29	1		Sage Designations
Forehand, Joseph	29	5	29	13		Sage Designations
Forehand, Joseph	30	3	30	5		Sage Designations
Forehand, Joseph	30	7	30	15		Sage Designations
Forehand, Joseph	31	20	32	10		Sage Designations
Forehand, Joseph	33	11	33	14		Sage Designations
Forehand, Joseph	34	13	34	15		Sage Designations
Forehand, Joseph	34	18	35	5		Sage Designations
Forehand, Joseph	47	3	47	6		Sage Designations
Forehand, Joseph	55	14	55	17		Sage Designations
Forehand, Joseph	55	21	55	23		Sage Designations
Forehand, Joseph	56	3	56	4		Sage Designations
Forehand, Joseph	56	7	56	7		Sage Designations
Forehand, Joseph	59	19	59	22		Sage Designations
Forehand, Joseph	59	25	60	10		Sage Designations
Forehand, Joseph	61	7	61	13		Sage Designations
Forehand, Joseph	75	13	75	15		Sage Designations
Forehand, Joseph	75	20	75	24		Sage Designations
Forehand, Joseph	76	12	76	15		Sage Designations
Forehand, Joseph	76	17	78	10		Sage Designations
Forehand, Joseph	78	25	79	3		Sage Designations
Forehand, Joseph	80	5	80	9		Sage Designations
Forehand, Joseph	81	6	81	8		Sage Designations
Forehand, Joseph	81	20	81	22		Sage Designations
Forehand, Joseph	81	25	82	1		Sage Designations

Forehand, Joseph	82	3	82	5	Sage Designations
Forehand, Joseph	84	18	84	21	Sage Designations
Forehand, Joseph	85	2	85	13	Sage Designations
Forehand, Joseph	85	21	86	3	Sage Designations
Forehand, Joseph	86	7	86	11	Sage Designations
Forehand, Joseph	86	13	86	22	Sage Designations
Forehand, Joseph	87	20	87	24	Sage Designations
Forehand, Joseph	88	7	88	16	Sage Designations
Forehand, Joseph	88	20	88	22	Sage Designations
Forehand, Joseph	89	1	89	1	Sage Designations
Forehand, Joseph	89	9	90	6	Sage Designations
Forehand, Joseph	91	14	91	24	Sage Designations
Forehand, Joseph	92	1	92	2	Sage Designations
Forehand, Joseph	92	11	92	17	Sage Designations
Forehand, Joseph	96	15	96	23	Sage Designations
Forehand, Joseph	96	25	97	7	Sage Designations
Forehand, Joseph	99	4	99	7	Sage Designations
Forehand, Joseph	100	4	100	18	Sage Designations
Forehand, Joseph	115	3	115	7	Sage Designations
Forehand, Joseph	116	12	116	25	Sage Designations
Forehand, Joseph	117	2	117	3	Sage Designations
Forehand, Joseph	118	16	118	23	Sage Designations
Forehand, Joseph	120	24	121	13	Sage Designations
Forehand, Joseph	123	4	123	7	Sage Designations
Forehand, Joseph	123	11	123	18	Sage Designations
Forehand, Joseph	124	1	124	10	Sage Designations
Forehand, Joseph	124	14	124	20	Sage Designations
Forehand, Joseph	134	19	135	12	Sage Designations
Forehand, Joseph	147	12	148	4	Sage Designations
Forehand, Joseph	148	25	149	3	Sage Designations
Forehand, Joseph	150	25	151	17	Sage Designations
Forehand, Joseph	152	13	152	21	Sage Designations
Forehand, Joseph	153	23	154	4	Sage Designations
Forehand, Joseph	157	2	157	6	Sage Designations
Forehand, Joseph	158	7	158	23	Sage Designations

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Harvie, Mark	4	20	4	24		Sage Designations
Harvie, Mark	7	5	7	7		Sage Designations
Harvie, Mark	7	17	7	24		Sage Designations
Harvie, Mark	8	16	8	24		Sage Designations
Harvie, Mark	9	2	9	4		Sage Designations
Harvie, Mark	9	7	9	12		Sage Designations
Harvie, Mark	9	16	10	10		Sage Designations
Harvie, Mark	10	23	12	10		Sage Designations
Harvie, Mark	12	20	12	24		Sage Designations
Harvie, Mark	13	3	13	8		Sage Designations
Harvie, Mark	13	12	13	23		Sage Designations
Harvie, Mark	14	1	14	22		Sage Designations
Harvie, Mark	15	7	16	4		Sage Designations
Harvie, Mark	16	7	16	7		Sage Designations
Harvie, Mark	16	13	16	16		Sage Designations
Harvie, Mark	16	19	16	22		Sage Designations
Harvie, Mark	17	3	17	7		Sage Designations
Harvie, Mark	17	11	18	3		Sage Designations
Harvie, Mark	18	5	18	22		Sage Designations
Harvie, Mark	19	5	19	14		Sage Designations
Harvie, Mark	19	23	20	7		Sage Designations
Harvie, Mark	20	10	20	14		Sage Designations
Harvie, Mark	20	16	22	12		Sage Designations
Harvie, Mark	22	15	23	22		Sage Designations
Harvie, Mark	24	3	24	7		Sage Designations
Harvie, Mark	24	9	24	11		Sage Designations
Harvie, Mark	24	14	24	19		Sage Designations
Harvie, Mark	25	1	25	2		Sage Designations
Harvie, Mark	25	4	25	23		Sage Designations
Harvie, Mark	26	4	26	19		Sage Designations
Harvie, Mark	26	22	27	10		Sage Designations
Harvie, Mark	27	13	27	13		Sage Designations
Harvie, Mark	27	19	29	8		Sage Designations
Harvie, Mark	29	11	29	12		Sage Designations
Harvie, Mark	29	14	29	19		Sage Designations
Harvie, Mark	29	22	29	22		Sage Designations
Harvie, Mark	30	1	30	2		Sage Designations
Harvie, Mark	30	4	31	22		Sage Designations
Harvie, Mark	32	1	32	3		Sage Designations
Harvie, Mark	32	5	32	8		Sage Designations
Harvie, Mark	32	11	32	13		Sage Designations
Harvie, Mark	32	15	32	18		Sage Designations
Harvie, Mark	32	22	33	12		Sage Designations
Harvie, Mark	33	15	33	17		Sage Designations
Harvie, Mark	33	20	35	7		Sage Designations
Harvie, Mark	35	22	35	24		Sage Designations

Harvie, Mark	36	5	36	7	Sage Designations
Harvie, Mark	36	10	36	10	Sage Designations
Harvie, Mark	36	17	36	17	Sage Designations
Harvie, Mark	36	19	36	21	Sage Designations
Harvie, Mark	37	1	37	10	Sage Designations
Harvie, Mark	37	12	37	15	Sage Designations
Harvie, Mark	37	18	37	19	Sage Designations
Harvie, Mark	37	21	38	4	Sage Designations
Harvie, Mark	38	22	38	24	Sage Designations
Harvie, Mark	39	4	39	4	Sage Designations
Harvie, Mark	40	13	40	19	Sage Designations
Harvie, Mark	40	23	41	24	Sage Designations
Harvie, Mark	43	16	43	24	Sage Designations
Harvie, Mark	44	8	44	10	Sage Designations
Harvie, Mark	44	12	44	15	Sage Designations
Harvie, Mark	44	21	46	3	Sage Designations
Harvie, Mark	47	8	47	15	Sage Designations
Harvie, Mark	47	18	47	20	Sage Designations
Harvie, Mark	47	22	48	1	Sage Designations
Harvie, Mark	48	14	48	17	Sage Designations
Harvie, Mark	48	22	48	24	Sage Designations
Harvie, Mark	49	4	49	5	Sage Designations
Harvie, Mark	49	7	49	9	Sage Designations
Harvie, Mark	49	13	49	15	Sage Designations
Harvie, Mark	49	17	49	18	Sage Designations
Harvie, Mark	49	22	49	23	Sage Designations
Harvie, Mark	50	1	50	4	Sage Designations
Harvie, Mark	50	7	50	8	Sage Designations
Harvie, Mark	50	12	52	1	Sage Designations
Harvie, Mark	52	8	53	20	Sage Designations
Harvie, Mark	54	1	54	2	Sage Designations
Harvie, Mark	54	5	54	7	Sage Designations
Harvie, Mark	54	18	54	19	Sage Designations
Harvie, Mark	54	22	54	23	Sage Designations
Harvie, Mark	55	17	56	24	Sage Designations
Harvie, Mark	56	2	57	1	Sage Designations
Harvie, Mark	57	3	58	12	Sage Designations
Harvie, Mark	58	15	58	15	Sage Designations
Harvie, Mark	58	19	58	20	Sage Designations
Harvie, Mark	58	23	59	4	Sage Designations
Harvie, Mark	59	9	62	6	Sage Designations
Harvie, Mark	62	10	63	6	Sage Designations
Harvie, Mark	63	9	63	14	Sage Designations
Harvie, Mark	63	17	63	22	Sage Designations
Harvie, Mark	64	1	64	1	Sage Designations
Harvie, Mark	64	2	66	19	Sage Designations
Harvie, Mark	67	1	67	4	Sage Designations

Harvie, Mark	67	7	67	7	Sage Designations
Harvie, Mark	67	9	69	5	Sage Designations
Harvie, Mark	69	1	69	5	Sage Designations
Harvie, Mark	69	8	69	12	Sage Designations
Harvie, Mark	69	16	69	16	Sage Designations
Harvie, Mark	69	20	70	11	Sage Designations
Harvie, Mark	71	5	71	11	Sage Designations
Harvie, Mark	72	14	72	22	Sage Designations
Harvie, Mark	73	2	73	5	Sage Designations

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Mann, Gregory	4	12	4	19		Sage Designations
Mann, Gregory	9	7	9	14		Sage Designations
Mann, Gregory	9	20	9	23		Sage Designations
Mann, Gregory	10	2	10	13		Sage Designations
Mann, Gregory	16	12	18	6		Sage Designations
Mann, Gregory	18	11	19	4		Sage Designations
Mann, Gregory	19	7	20	14		Sage Designations
Mann, Gregory	20	19	20	20		Sage Designations
Mann, Gregory	20	22	21	8		Sage Designations
Mann, Gregory	21	10	22	3		Sage Designations
Mann, Gregory	22	5	23	8		Sage Designations
Mann, Gregory	23	8	23	8		Sage Designations
Mann, Gregory	23	10	25	21		Sage Designations
Mann, Gregory	26	3	26	7		Sage Designations
Mann, Gregory	26	19	27	4		Sage Designations
Mann, Gregory	27	7	27	8		Sage Designations
Mann, Gregory	27	10	27	18		Sage Designations
Mann, Gregory	27	23	28	3		Sage Designations
Mann, Gregory	28	12	28	19		Sage Designations
Mann, Gregory	30	18	30	21		Sage Designations
Mann, Gregory	31	1	31	8		Sage Designations
Mann, Gregory	32	9	32	24		Sage Designations
Mann, Gregory	33	20	33	24		Sage Designations
Mann, Gregory	34	6	34	13		Sage Designations
Mann, Gregory	34	18	34	21		Sage Designations
Mann, Gregory	36	8	36	11		Sage Designations
Mann, Gregory	36	12	36	16		Sage Designations
Mann, Gregory	37	19	37	24		Sage Designations
Mann, Gregory	45	22	46	14		Sage Designations
Mann, Gregory	46	20	46	24		Sage Designations
Mann, Gregory	48	4	48	10		Sage Designations
Mann, Gregory	49	11	50	3		Sage Designations
Mann, Gregory	50	14	50	22		Sage Designations
Mann, Gregory	51	10	52	2		Sage Designations
Mann, Gregory	52	10	52	15		Sage Designations
Mann, Gregory	72	21	73	2		Sage Designations
Mann, Gregory	73	4	73	17		Sage Designations
Mann, Gregory	74	1	74	4		Sage Designations
Mann, Gregory	75	7	75	15		Sage Designations
Mann, Gregory	75	21	76	10		Sage Designations
Mann, Gregory	77	1	77	14		Sage Designations
Mann, Gregory	78	2	78	8		Sage Designations
Mann, Gregory	79	15	80	4		Sage Designations
Mann, Gregory	83	19	84	5		Sage Designations
Mann, Gregory	86	7	86	11		Sage Designations
Mann, Gregory	88	17	88	20		Sage Designations

Mann, Gregory	95	14	95	19	Sage Designations
Mann, Gregory	95	21	96	24	Sage Designations
Mann, Gregory	105	10	106	11	Sage Designations
Mann, Gregory	108	11	109	4	Sage Designations
Mann, Gregory	110	13	111	9	Sage Designations
Mann, Gregory	115	3	115	19	Sage Designations
Mann, Gregory	115	22	115	22	Sage Designations
Mann, Gregory	117	11	118	15	Sage Designations
Mann, Gregory	119	12	119	21	Sage Designations
Mann, Gregory	121	5	121	12	Sage Designations
Mann, Gregory	122	18	122	24	Sage Designations
Mann, Gregory	123	1	123	10	Sage Designations
Mann, Gregory	134	20	134	24	Sage Designations
Mann, Gregory	136	11	136	18	Sage Designations
Mann, Gregory	138	1	138	5	Sage Designations
Mann, Gregory	138	10	139	15	Sage Designations
Mann, Gregory	140	14	140	24	Sage Designations
Mann, Gregory	142	17	143	10	Sage Designations
Mann, Gregory	143	15	143	19	Sage Designations
Mann, Gregory	144	1	145	10	Sage Designations
Mann, Gregory	145	22	146	8	Sage Designations
Mann, Gregory	146	14	152	15	Sage Designations
Mann, Gregory	153	19	154	1	Sage Designations
Mann, Gregory	154	4	154	4	Sage Designations
Mann, Gregory	154	6	155	3	Sage Designations
Mann, Gregory	155	6	156	1	Sage Designations
Mann, Gregory	156	7	156	24	Sage Designations
Mann, Gregory	158	17	158	24	Sage Designations
Mann, Gregory	159	1	159	6	Sage Designations
Mann, Gregory	159	7	159	12	Sage Designations
Mann, Gregory	160	17	160	22	Sage Designations
Mann, Gregory	161	9	161	16	Sage Designations
Mann, Gregory	161	20	162	2	Sage Designations
Mann, Gregory	162	6	162	8	Sage Designations
Mann, Gregory	164	13	164	15	Sage Designations
Mann, Gregory	164	21	164	24	Sage Designations
Mann, Gregory	164	21	165	16	Sage Designations
Mann, Gregory	165	19	166	9	Sage Designations
Mann, Gregory	167	24	168	7	Sage Designations
Mann, Gregory	169	12	169	17	Sage Designations
Mann, Gregory	170	4	170	6	Sage Designations
Mann, Gregory	170	23	171	5	Sage Designations
Mann, Gregory	172	15	172	24	Sage Designations
Mann, Gregory	173	2	173	9	Sage Designations
Mann, Gregory	173	22	174	5	Sage Designations
Mann, Gregory	174	9	174	13	Sage Designations
Mann, Gregory	179	4	179	13	Sage Designations

Mann, Gregory	180	20	181	2	Sage Designations
Mann, Gregory	183	1	183	19	Sage Designations
Mann, Gregory	185	1	185	10	Sage Designations
Mann, Gregory	185	13	186	3	Sage Designations
Mann, Gregory	186	20	188	20	Sage Designations
Mann, Gregory	189	8	189	24	Sage Designations
Mann, Gregory	190	5	190	16	Sage Designations
Mann, Gregory	191	11	191	15	Sage Designations
Mann, Gregory	192	19	192	24	Sage Designations
Mann, Gregory	195	9	195	20	Sage Designations
Mann, Gregory	195	24	197	2	Sage Designations
Mann, Gregory	198	5	198	17	Sage Designations
Mann, Gregory	199	12	200	9	Sage Designations
Mann, Gregory	200	13	201	15	Sage Designations
Mann, Gregory	201	20	203	13	Sage Designations
Mann, Gregory	204	1	205	19	Sage Designations
Mann, Gregory	206	12	206	21	Sage Designations
Mann, Gregory	218	14	218	24	Sage Designations
Mann, Gregory	219	20	220	2	Sage Designations
Mann, Gregory	220	15	221	20	Sage Designations
Mann, Gregory	225	16	226	6	Sage Designations
Mann, Gregory	229	5	230	11	Sage Designations
Mann, Gregory	232	9	233	6	Sage Designations
Mann, Gregory	233	11	233	16	Sage Designations
Mann, Gregory	233	18	234	17	Sage Designations
Mann, Gregory	235	1	235	13	Sage Designations
Mann, Gregory	237	8	237	11	Sage Designations
Mann, Gregory	238	20	238	24	Sage Designations
Mann, Gregory	240	11	240	21	Sage Designations
Mann, Gregory	241	11	241	23	Sage Designations
Mann, Gregory	242	8	243	10	Sage Designations
Mann, Gregory	243	19	244	2	Sage Designations
Mann, Gregory	244	17	245	24	Sage Designations
Mann, Gregory	247	1	247	10	Sage Designations
Mann, Gregory	247	12	248	14	Sage Designations
Mann, Gregory	248	19	248	24	Sage Designations
Mann, Gregory	249	2	249	7	Sage Designations
Mann, Gregory	249	17	249	24	Sage Designations
Mann, Gregory	250	9	250	21	Sage Designations
Mann, Gregory	251	23	252	5	Sage Designations
Mann, Gregory	252	7	254	22	Sage Designations
Mann, Gregory	183	20	184	24	Sage Designations

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Newton, Raymond	9	15	9	18		Sage Designations
Newton, Raymond	17	10	17	13		Sage Designations
Newton, Raymond	18	2	18	5		Sage Designations
Newton, Raymond	18	25	19	9		Sage Designations
Newton, Raymond	21	4	21	11		Sage Designations
Newton, Raymond	21	21	22	7		Sage Designations
Newton, Raymond	29	12	29	15		Sage Designations
Newton, Raymond	33	17	33	25		Sage Designations
Newton, Raymond	34	2	34	5		Sage Designations
Newton, Raymond	35	19	35	20		Sage Designations
Newton, Raymond	35	22	36	3		Sage Designations
Newton, Raymond	36	10	36	18		Sage Designations
Newton, Raymond	37	12	38	6		Sage Designations
Newton, Raymond	38	8	38	14		Sage Designations
Newton, Raymond	38	17	38	23		Sage Designations
Newton, Raymond	38	25	39	4		Sage Designations
Newton, Raymond	39	14	40	14		Sage Designations
Newton, Raymond	43	5	43	13		Sage Designations
Newton, Raymond	43	15	44	12		Sage Designations
Newton, Raymond	44	15	44	23		Sage Designations
Newton, Raymond	44	25	45	2		Sage Designations
Newton, Raymond	45	4	45	11		Sage Designations
Newton, Raymond	45	22	45	23		Sage Designations
Newton, Raymond	45	25	46	7		Sage Designations
Newton, Raymond	46	10	46	11		Sage Designations
Newton, Raymond	46	21	46	22		Sage Designations
Newton, Raymond	46	25	47	13		Sage Designations
Newton, Raymond	47	15	47	17		Sage Designations
Newton, Raymond	47	19	47	22		Sage Designations
Newton, Raymond	48	5	48	8		Sage Designations
Newton, Raymond	48	11	48	14		Sage Designations
Newton, Raymond	48	16	48	16		Sage Designations
Newton, Raymond	48	18	49	1		Sage Designations
Newton, Raymond	49	5	49	6		Sage Designations
Newton, Raymond	49	8	49	10		Sage Designations
Newton, Raymond	49	22	49	23		Sage Designations
Newton, Raymond	49	25	49	25		Sage Designations
Newton, Raymond	50	7	50	10		Sage Designations
Newton, Raymond	50	12	51	2		Sage Designations
Newton, Raymond	52	1	52	20		Sage Designations
Newton, Raymond	52	22	53	19		Sage Designations
Newton, Raymond	56	3	56	21		Sage Designations
Newton, Raymond	57	4	57	15		Sage Designations
Newton, Raymond	57	18	57	23		Sage Designations
Newton, Raymond	58	14	59	5		Sage Designations
Newton, Raymond	60	2	60	11		Sage Designations

Newton, Raymond	71	7	71	24	Sage Designations
Newton, Raymond	76	2	76	7	Sage Designations
Newton, Raymond	76	9	76	10	Sage Designations
Newton, Raymond	76	22	77	4	Sage Designations
Newton, Raymond	77	12	77	16	Sage Designations
Newton, Raymond	77	19	77	20	Sage Designations
Newton, Raymond	77	23	78	11	Sage Designations
Newton, Raymond	78	14	78	16	Sage Designations
Newton, Raymond	84	14	85	7	Sage Designations
Newton, Raymond	85	22	85	25	Sage Designations
Newton, Raymond	87	14	88	4	Sage Designations
Newton, Raymond	91	24	92	2	Sage Designations
Newton, Raymond	96	5	97	16	Sage Designations
Newton, Raymond	97	23	98	1	Sage Designations
Newton, Raymond	98	5	98	8	Sage Designations
Newton, Raymond	104	2	104	13	Sage Designations
Newton, Raymond	104	18	104	25	Sage Designations
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Newton, Raymond	111	3	111	11	Sage Designations
Newton, Raymond	112	22	112	25	Sage Designations
Newton, Raymond	113	2	113	5	Sage Designations
Newton, Raymond	115	23	116	1	Sage Designations
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Newton, Raymond	117	24	117	24	Sage Designations
Newton, Raymond	118	15	118	19	Sage Designations
Newton, Raymond	118	21	118	25	Sage Designations
Newton, Raymond	119	2	119	3	Sage Designations
Newton, Raymond	119	22	120	4	Sage Designations
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Newton, Raymond	120	16	120	22	Sage Designations
Newton, Raymond	120	24	120	24	Sage Designations
Newton, Raymond	121	2	121	4	Sage Designations
Newton, Raymond	121	7	121	9	Sage Designations
Newton, Raymond	121	11	121	21	Sage Designations
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Newton, Raymond	128	13	129	3	Sage Designations
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Newton, Raymond	134	16	135	1	Sage Designations
Newton, Raymond	136	10	136	25	Sage Designations
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Newton, Raymond	139	25	140	2	Sage Designations
Newton, Raymond	140	4	140	7	Sage Designations
Newton, Raymond	141	12	142	5	Sage Designations
Newton, Raymond	142	8	142	14	Sage Designations
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Newton, Raymond	144	12	145	10	Sage Designations
Newton, Raymond	145	22	145	24	Sage Designations
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Newton, Raymond	188	17	188	18	Sage Designations
Newton, Raymond	188	20	189	5	Sage Designations
Newton, Raymond	189	8	190	2	Sage Designations
Newton, Raymond	190	5	190	6	Sage Designations
Newton, Raymond	190	8	190	9	Sage Designations
Newton, Raymond	191	4	191	7	Sage Designations
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Newton, Raymond	194	8	194	12	Sage Designations
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Newton, Raymond	194	21	194	21	Sage Designations
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Newton, Raymond	204	3	204	5	Sage Designations
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Newton, Raymond	205	7	205	8	Sage Designations
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Newton, Raymond	208	12	208	13	Sage Designations
Newton, Raymond	208	23	208	24	Sage Designations
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Newton, Raymond	210	21	210	23	Sage Designations
Newton, Raymond	211	1	211	6	Sage Designations
Newton, Raymond	211	9	211	9	Sage Designations
Newton, Raymond	212	23	213	4	Sage Designations

Newton, Raymond	213	7	213	7	Sage Designations
Newton, Raymond	213	17	213	18	Sage Designations
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Newton, Raymond	214	3	214	4	Sage Designations
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Newton, Raymond	214	19	214	22	Sage Designations
Newton, Raymond	214	25	215	1	Sage Designations
Newton, Raymond	215	15	215	17	Sage Designations
Newton, Raymond	215	20	215	25	Sage Designations
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Newton, Raymond	219	1	219	6	Sage Designations
Newton, Raymond	219	19	219	20	Sage Designations
Newton, Raymond	219	23	219	24	Sage Designations
Newton, Raymond	220	2	220	3	Sage Designations
Newton, Raymond	220	5	220	10	Sage Designations
Newton, Raymond	220	12	220	13	Sage Designations
Newton, Raymond	220	17	220	18	Sage Designations
Newton, Raymond	220	21	220	23	Sage Designations
Newton, Raymond	222	14	222	17	Sage Designations
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Newton, Raymond	224	21	224	25	Sage Designations
Newton, Raymond	225	11	225	14	Sage Designations
Newton, Raymond	227	15	227	17	Sage Designations
Newton, Raymond	229	1	229	3	Sage Designations
Newton, Raymond	236	21	236	23	Sage Designations
Newton, Raymond	236	25	236	25	Sage Designations
Newton, Raymond	238	2	238	11	Sage Designations
Newton, Raymond	238	13	238	17	Sage Designations
Newton, Raymond	240	8	240	9	Sage Designations
Newton, Raymond	240	12	241	1	Sage Designations
Newton, Raymond	241	4	241	8	Sage Designations
Newton, Raymond	241	20	241	23	Sage Designations
Newton, Raymond	241	25	242	8	Sage Designations
Newton, Raymond	242	11	242	24	Sage Designations
Newton, Raymond	243	2	243	9	Sage Designations
Newton, Raymond	244	19	245	17	Sage Designations
Newton, Raymond	246	15	246	20	Sage Designations
Newton, Raymond	246	23	247	13	Sage Designations
Newton, Raymond	248	8	248	12	Sage Designations
Newton, Raymond	248	15	248	19	Sage Designations
Newton, Raymond	251	4	251	11	Sage Designations
Newton, Raymond	251	16	252	2	Sage Designations
Newton, Raymond	252	6	252	7	Sage Designations
Newton, Raymond	252	10	252	14	Sage Designations

Newton, Raymond	252	17	252	19	Sage Designations
Newton, Raymond	254	1	254	3	Sage Designations
Newton, Raymond	254	6	254	10	Sage Designations
Newton, Raymond	254	13	254	13	Sage Designations
Newton, Raymond	256	23	257	3	Sage Designations
Newton, Raymond	257	13	257	19	Sage Designations
Newton, Raymond	258	22	258	25	Sage Designations
Newton, Raymond	259	16	259	17	Sage Designations
Newton, Raymond	259	19	260	24	Sage Designations
Newton, Raymond	261	3	261	5	Sage Designations
Newton, Raymond	262	7	262	25	Sage Designations
Newton, Raymond	263	19	263	22	Sage Designations
Newton, Raymond	264	8	264	24	Sage Designations
Newton, Raymond	265	1	265	2	Sage Designations
Newton, Raymond	265	9	265	15	Sage Designations
Newton, Raymond	265	18	265	19	Sage Designations
Newton, Raymond	267	24	268	16	Sage Designations
Newton, Raymond	269	3	269	9	Sage Designations

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Sanchez, Ph_D_, Robert A	9	3	9	10		Sage Designations
Sanchez, Ph_D_, Robert A	16	17	16	20		Sage Designations
Sanchez, Ph_D_, Robert A	16	23	16	24		Sage Designations
Sanchez, Ph_D_, Robert A	17	2	17	5		Sage Designations
Sanchez, Ph_D_, Robert A	21	4	21	8		Sage Designations
Sanchez, Ph_D_, Robert A	21	12	21	14		Sage Designations
Sanchez, Ph_D_, Robert A	21	21	21	23		Sage Designations
Sanchez, Ph_D_, Robert A	22	3	22	5		Sage Designations
Sanchez, Ph_D_, Robert A	22	16	22	18		Sage Designations
Sanchez, Ph_D_, Robert A	22	23	23	13		Sage Designations
Sanchez, Ph_D_, Robert A	23	16	23	17		Sage Designations
Sanchez, Ph_D_, Robert A	23	19	24	9		Sage Designations
Sanchez, Ph_D_, Robert A	25	14	25	16		Sage Designations
Sanchez, Ph_D_, Robert A	25	18	25	19		Sage Designations
Sanchez, Ph_D_, Robert A	26	2	26	7		Sage Designations
Sanchez, Ph_D_, Robert A	26	10	26	11		Sage Designations
Sanchez, Ph_D_, Robert A	26	24	27	5		Sage Designations
Sanchez, Ph_D_, Robert A	27	22	27	25		Sage Designations
Sanchez, Ph_D_, Robert A	28	2	28	5		Sage Designations
Sanchez, Ph_D_, Robert A	28	7	28	11		Sage Designations
Sanchez, Ph_D_, Robert A	28	13	28	18		Sage Designations
Sanchez, Ph_D_, Robert A	30	4	30	5		Sage Designations
Sanchez, Ph_D_, Robert A	30	8	30	8		Sage Designations
Sanchez, Ph_D_, Robert A	35	23	35	24		Sage Designations
Sanchez, Ph_D_, Robert A	36	2	36	2		Sage Designations
Sanchez, Ph_D_, Robert A	36	15	36	17		Sage Designations
Sanchez, Ph_D_, Robert A	36	21	36	24		Sage Designations
Sanchez, Ph_D_, Robert A	37	2	37	8		Sage Designations
Sanchez, Ph_D_, Robert A	37	11	37	16		Sage Designations
Sanchez, Ph_D_, Robert A	37	20	37	22		Sage Designations
Sanchez, Ph_D_, Robert A	37	25	38	3		Sage Designations
Sanchez, Ph_D_, Robert A	38	5	38	5		Sage Designations
Sanchez, Ph_D_, Robert A	39	2	39	12		Sage Designations
Sanchez, Ph_D_, Robert A	39	16	39	19		Sage Designations
Sanchez, Ph_D_, Robert A	40	2	40	9		Sage Designations
Sanchez, Ph_D_, Robert A	40	15	40	16		Sage Designations
Sanchez, Ph_D_, Robert A	40	18	41	13		Sage Designations
Sanchez, Ph_D_, Robert A	41	17	41	19		Sage Designations
Sanchez, Ph_D_, Robert A	41	22	42	10		Sage Designations
Sanchez, Ph_D_, Robert A	42	18	42	21		Sage Designations
Sanchez, Ph_D_, Robert A	43	22	44	1		Sage Designations
Sanchez, Ph_D_, Robert A	44	3	44	11		Sage Designations
Sanchez, Ph_D_, Robert A	44	13	44	13		Sage Designations
Sanchez, Ph_D_, Robert A	45	1	45	7		Sage Designations
Sanchez, Ph_D_, Robert A	45	9	45	10		Sage Designations
Sanchez, Ph_D_, Robert A	45	12	45	13		Sage Designations

Sanchez, Ph_D_ , Robert A	45	21	45	22	Sage Designations
Sanchez, Ph_D_ , Robert A	45	25	45	25	Sage Designations
Sanchez, Ph_D_ , Robert A	46	2	46	4	Sage Designations
Sanchez, Ph_D_ , Robert A	46	7	46	11	Sage Designations
Sanchez, Ph_D_ , Robert A	46	14	46	21	Sage Designations
Sanchez, Ph_D_ , Robert A	47	17	47	19	Sage Designations
Sanchez, Ph_D_ , Robert A	47	23	47	25	Sage Designations
Sanchez, Ph_D_ , Robert A	48	3	48	3	Sage Designations
Sanchez, Ph_D_ , Robert A	50	11	51	5	Sage Designations
Sanchez, Ph_D_ , Robert A	51	7	51	10	Sage Designations
Sanchez, Ph_D_ , Robert A	51	12	52	5	Sage Designations
Sanchez, Ph_D_ , Robert A	52	21	52	25	Sage Designations
Sanchez, Ph_D_ , Robert A	53	10	54	8	Sage Designations
Sanchez, Ph_D_ , Robert A	54	14	54	25	Sage Designations
Sanchez, Ph_D_ , Robert A	55	22	55	24	Sage Designations
Sanchez, Ph_D_ , Robert A	56	1	56	2	Sage Designations
Sanchez, Ph_D_ , Robert A	56	21	56	23	Sage Designations
Sanchez, Ph_D_ , Robert A	56	25	57	9	Sage Designations
Sanchez, Ph_D_ , Robert A	59	17	59	18	Sage Designations
Sanchez, Ph_D_ , Robert A	59	20	59	20	Sage Designations
Sanchez, Ph_D_ , Robert A	60	7	60	13	Sage Designations
Sanchez, Ph_D_ , Robert A	60	22	61	7	Sage Designations
Sanchez, Ph_D_ , Robert A	61	10	61	19	Sage Designations
Sanchez, Ph_D_ , Robert A	61	22	61	23	Sage Designations
Sanchez, Ph_D_ , Robert A	62	15	62	19	Sage Designations
Sanchez, Ph_D_ , Robert A	62	25	63	12	Sage Designations
Sanchez, Ph_D_ , Robert A	64	4	64	22	Sage Designations
Sanchez, Ph_D_ , Robert A	64	24	64	24	Sage Designations
Sanchez, Ph_D_ , Robert A	65	2	65	13	Sage Designations
Sanchez, Ph_D_ , Robert A	65	21	66	12	Sage Designations
Sanchez, Ph_D_ , Robert A	66	15	66	15	Sage Designations
Sanchez, Ph_D_ , Robert A	66	18	66	25	Sage Designations
Sanchez, Ph_D_ , Robert A	67	5	67	7	Sage Designations
Sanchez, Ph_D_ , Robert A	67	10	67	11	Sage Designations
Sanchez, Ph_D_ , Robert A	68	4	68	6	Sage Designations
Sanchez, Ph_D_ , Robert A	68	8	68	8	Sage Designations
Sanchez, Ph_D_ , Robert A	68	10	68	15	Sage Designations
Sanchez, Ph_D_ , Robert A	68	17	68	23	Sage Designations
Sanchez, Ph_D_ , Robert A	69	7	69	18	Sage Designations
Sanchez, Ph_D_ , Robert A	70	9	70	14	Sage Designations
Sanchez, Ph_D_ , Robert A	71	22	71	25	Sage Designations
Sanchez, Ph_D_ , Robert A	72	5	72	6	Sage Designations
Sanchez, Ph_D_ , Robert A	72	19	73	5	Sage Designations
Sanchez, Ph_D_ , Robert A	73	14	73	15	Sage Designations
Sanchez, Ph_D_ , Robert A	73	17	73	18	Sage Designations
Sanchez, Ph_D_ , Robert A	73	20	73	20	Sage Designations
Sanchez, Ph_D_ , Robert A	74	23	75	1	Sage Designations

Sanchez, Ph_D_ , Robert A	75	3	75	3	Sage Designations
Sanchez, Ph_D_ , Robert A	75	8	75	12	Sage Designations
Sanchez, Ph_D_ , Robert A	75	15	75	16	Sage Designations
Sanchez, Ph_D_ , Robert A	75	18	75	23	Sage Designations
Sanchez, Ph_D_ , Robert A	76	2	76	5	Sage Designations
Sanchez, Ph_D_ , Robert A	76	8	76	14	Sage Designations
Sanchez, Ph_D_ , Robert A	76	17	76	19	Sage Designations
Sanchez, Ph_D_ , Robert A	76	21	77	6	Sage Designations
Sanchez, Ph_D_ , Robert A	77	14	77	17	Sage Designations
Sanchez, Ph_D_ , Robert A	77	21	77	23	Sage Designations
Sanchez, Ph_D_ , Robert A	78	1	78	1	Sage Designations
Sanchez, Ph_D_ , Robert A	78	12	78	15	Sage Designations
Sanchez, Ph_D_ , Robert A	78	20	78	22	Sage Designations
Sanchez, Ph_D_ , Robert A	78	25	78	25	Sage Designations
Sanchez, Ph_D_ , Robert A	79	2	79	4	Sage Designations
Sanchez, Ph_D_ , Robert A	80	13	80	16	Sage Designations
Sanchez, Ph_D_ , Robert A	80	19	80	19	Sage Designations
Sanchez, Ph_D_ , Robert A	81	16	81	20	Sage Designations
Sanchez, Ph_D_ , Robert A	82	1	82	1	Sage Designations
Sanchez, Ph_D_ , Robert A	83	1	83	2	Sage Designations
Sanchez, Ph_D_ , Robert A	83	5	83	16	Sage Designations
Sanchez, Ph_D_ , Robert A	83	18	83	25	Sage Designations
Sanchez, Ph_D_ , Robert A	84	5	84	11	Sage Designations
Sanchez, Ph_D_ , Robert A	84	15	84	16	Sage Designations
Sanchez, Ph_D_ , Robert A	84	19	84	23	Sage Designations
Sanchez, Ph_D_ , Robert A	85	5	85	14	Sage Designations
Sanchez, Ph_D_ , Robert A	85	18	86	4	Sage Designations
Sanchez, Ph_D_ , Robert A	86	14	86	16	Sage Designations
Sanchez, Ph_D_ , Robert A	86	19	86	22	Sage Designations
Sanchez, Ph_D_ , Robert A	86	24	87	6	Sage Designations
Sanchez, Ph_D_ , Robert A	87	11	87	14	Sage Designations
Sanchez, Ph_D_ , Robert A	87	22	88	11	Sage Designations
Sanchez, Ph_D_ , Robert A	88	14	88	18	Sage Designations
Sanchez, Ph_D_ , Robert A	88	21	88	22	Sage Designations
Sanchez, Ph_D_ , Robert A	88	24	89	3	Sage Designations
Sanchez, Ph_D_ , Robert A	89	5	89	12	Sage Designations
Sanchez, Ph_D_ , Robert A	90	9	90	12	Sage Designations
Sanchez, Ph_D_ , Robert A	90	15	90	18	Sage Designations
Sanchez, Ph_D_ , Robert A	90	20	90	23	Sage Designations
Sanchez, Ph_D_ , Robert A	91	1	91	2	Sage Designations
Sanchez, Ph_D_ , Robert A	91	5	91	8	Sage Designations
Sanchez, Ph_D_ , Robert A	91	11	91	13	Sage Designations
Sanchez, Ph_D_ , Robert A	94	10	94	16	Sage Designations
Sanchez, Ph_D_ , Robert A	94	25	95	7	Sage Designations
Sanchez, Ph_D_ , Robert A	95	14	95	23	Sage Designations
Sanchez, Ph_D_ , Robert A	96	1	96	5	Sage Designations
Sanchez, Ph_D_ , Robert A	96	8	96	13	Sage Designations

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Sanchez, Ph_D_ , Robert A	96	21	97	1	Sage Designations
Sanchez, Ph_D_ , Robert A	97	4	97	4	Sage Designations
Sanchez, Ph_D_ , Robert A	97	8	98	5	Sage Designations
Sanchez, Ph_D_ , Robert A	99	12	99	13	Sage Designations
Sanchez, Ph_D_ , Robert A	99	16	99	16	Sage Designations
Sanchez, Ph_D_ , Robert A	101	12	101	14	Sage Designations
Sanchez, Ph_D_ , Robert A	101	16	101	16	Sage Designations
Sanchez, Ph_D_ , Robert A	101	19	101	22	Sage Designations
Sanchez, Ph_D_ , Robert A	102	3	103	8	Sage Designations
Sanchez, Ph_D_ , Robert A	103	11	103	12	Sage Designations
Sanchez, Ph_D_ , Robert A	103	19	103	23	Sage Designations
Sanchez, Ph_D_ , Robert A	104	14	104	24	Sage Designations
Sanchez, Ph_D_ , Robert A	105	2	105	7	Sage Designations
Sanchez, Ph_D_ , Robert A	105	14	105	20	Sage Designations
Sanchez, Ph_D_ , Robert A	105	22	105	22	Sage Designations
Sanchez, Ph_D_ , Robert A	105	25	106	3	Sage Designations
Sanchez, Ph_D_ , Robert A	106	6	106	9	Sage Designations
Sanchez, Ph_D_ , Robert A	106	12	106	23	Sage Designations
Sanchez, Ph_D_ , Robert A	107	22	108	2	Sage Designations
Sanchez, Ph_D_ , Robert A	108	5	108	5	Sage Designations
Sanchez, Ph_D_ , Robert A	108	7	108	10	Sage Designations
Sanchez, Ph_D_ , Robert A	108	15	108	22	Sage Designations
Sanchez, Ph_D_ , Robert A	108	25	108	25	Sage Designations
Sanchez, Ph_D_ , Robert A	109	2	109	6	Sage Designations
Sanchez, Ph_D_ , Robert A	110	22	111	7	Sage Designations
Sanchez, Ph_D_ , Robert A	112	23	113	2	Sage Designations
Sanchez, Ph_D_ , Robert A	114	16	115	1	Sage Designations
Sanchez, Ph_D_ , Robert A	115	9	115	22	Sage Designations
Sanchez, Ph_D_ , Robert A	121	4	121	6	Sage Designations
Sanchez, Ph_D_ , Robert A	121	8	121	10	Sage Designations
Sanchez, Ph_D_ , Robert A	121	12	121	25	Sage Designations
Sanchez, Ph_D_ , Robert A	122	12	122	17	Sage Designations
Sanchez, Ph_D_ , Robert A	122	22	122	25	Sage Designations
Sanchez, Ph_D_ , Robert A	123	1	123	6	Sage Designations
Sanchez, Ph_D_ , Robert A	123	9	123	10	Sage Designations
Sanchez, Ph_D_ , Robert A	124	5	124	8	Sage Designations
Sanchez, Ph_D_ , Robert A	125	4	125	7	Sage Designations
Sanchez, Ph_D_ , Robert A	125	14	126	6	Sage Designations
Sanchez, Ph_D_ , Robert A	127	12	127	16	Sage Designations
Sanchez, Ph_D_ , Robert A	127	21	127	24	Sage Designations
Sanchez, Ph_D_ , Robert A	130	22	130	24	Sage Designations
Sanchez, Ph_D_ , Robert A	131	1	131	2	Sage Designations
Sanchez, Ph_D_ , Robert A	131	7	131	8	Sage Designations
Sanchez, Ph_D_ , Robert A	131	11	131	18	Sage Designations
Sanchez, Ph_D_ , Robert A	131	22	131	24	Sage Designations
Sanchez, Ph_D_ , Robert A	132	4	132	7	Sage Designations

Sanchez, Ph_D_ , Robert A	132	13	132	16	Sage Designations
Sanchez, Ph_D_ , Robert A	132	20	132	23	Sage Designations
Sanchez, Ph_D_ , Robert A	133	11	133	15	Sage Designations
Sanchez, Ph_D_ , Robert A	133	18	133	23	Sage Designations
Sanchez, Ph_D_ , Robert A	134	1	134	19	Sage Designations
Sanchez, Ph_D_ , Robert A	135	9	135	13	Sage Designations
Sanchez, Ph_D_ , Robert A	135	16	135	20	Sage Designations
Sanchez, Ph_D_ , Robert A	135	23	136	1	Sage Designations
Sanchez, Ph_D_ , Robert A	136	3	136	14	Sage Designations
Sanchez, Ph_D_ , Robert A	140	10	140	16	Sage Designations
Sanchez, Ph_D_ , Robert A	140	19	140	19	Sage Designations
Sanchez, Ph_D_ , Robert A	141	1	141	5	Sage Designations
Sanchez, Ph_D_ , Robert A	141	23	142	1	Sage Designations
Sanchez, Ph_D_ , Robert A	142	3	142	6	Sage Designations
Sanchez, Ph_D_ , Robert A	142	10	143	1	Sage Designations
Sanchez, Ph_D_ , Robert A	143	22	144	9	Sage Designations
Sanchez, Ph_D_ , Robert A	156	25	157	3	Sage Designations
Sanchez, Ph_D_ , Robert A	157	5	157	5	Sage Designations
Sanchez, Ph_D_ , Robert A	157	9	157	17	Sage Designations

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
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Shaw, Laura	13	22	13	23		Sage Designations
Shaw, Laura	14	11	14	21		Sage Designations
Shaw, Laura	14	23	15	3		Sage Designations
Shaw, Laura	15	10	15	14		Sage Designations
Shaw, Laura	15	23	16	22		Sage Designations
Shaw, Laura	17	2	17	9		Sage Designations
Shaw, Laura	17	23	18	23		Sage Designations
Shaw, Laura	20	9	20	10		Sage Designations
Shaw, Laura	20	13	20	14		Sage Designations
Shaw, Laura	20	16	21	2		Sage Designations
Shaw, Laura	21	15	21	16		Sage Designations
Shaw, Laura	21	19	21	19		Sage Designations
Shaw, Laura	23	19	23	21		Sage Designations
Shaw, Laura	24	3	24	21		Sage Designations
Shaw, Laura	24	24	24	24		Sage Designations
Shaw, Laura	25	2	25	4		Sage Designations
Shaw, Laura	25	7	25	7		Sage Designations
Shaw, Laura	25	10	25	22		Sage Designations
Shaw, Laura	26	6	26	7		Sage Designations
Shaw, Laura	26	10	26	10		Sage Designations
Shaw, Laura	26	13	27	6		Sage Designations
Shaw, Laura	27	9	27	25		Sage Designations
Shaw, Laura	28	2	28	3		Sage Designations
Shaw, Laura	28	6	28	23		Sage Designations
Shaw, Laura	29	1	29	4		Sage Designations
Shaw, Laura	29	7	29	19		Sage Designations
Shaw, Laura	30	5	30	8		Sage Designations
Shaw, Laura	30	10	30	10		Sage Designations
Shaw, Laura	30	12	30	13		Sage Designations
Shaw, Laura	30	16	30	21		Sage Designations
Shaw, Laura	30	23	30	25		Sage Designations
Shaw, Laura	31	17	31	18		Sage Designations
Shaw, Laura	31	21	32	1		Sage Designations
Shaw, Laura	32	3	32	5		Sage Designations
Shaw, Laura	32	22	32	23		Sage Designations
Shaw, Laura	33	1	33	6		Sage Designations
Shaw, Laura	33	8	33	10		Sage Designations
Shaw, Laura	34	7	34	8		Sage Designations
Shaw, Laura	34	11	34	20		Sage Designations
Shaw, Laura	35	13	35	14		Sage Designations
Shaw, Laura	35	17	35	22		Sage Designations
Shaw, Laura	35	24	36	1		Sage Designations
Shaw, Laura	36	17	36	18		Sage Designations
Shaw, Laura	36	21	37	1		Sage Designations

Shaw, Laura	37	3	37	10	Sage Designations
Shaw, Laura	37	13	37	14	Sage Designations
Shaw, Laura	37	17	37	25	Sage Designations
Shaw, Laura	38	18	38	20	Sage Designations
Shaw, Laura	38	22	38	22	Sage Designations
Shaw, Laura	38	24	38	25	Sage Designations
Shaw, Laura	39	3	39	3	Sage Designations
Shaw, Laura	39	14	39	18	Sage Designations
Shaw, Laura	39	20	39	25	Sage Designations
Shaw, Laura	40	1	40	6	Sage Designations
Shaw, Laura	40	9	40	9	Sage Designations
Shaw, Laura	40	11	40	16	Sage Designations
Shaw, Laura	41	5	41	8	Sage Designations
Shaw, Laura	41	10	41	10	Sage Designations
Shaw, Laura	41	12	41	14	Sage Designations
Shaw, Laura	41	17	41	22	Sage Designations
Shaw, Laura	41	24	42	14	Sage Designations
Shaw, Laura	42	17	42	17	Sage Designations
Shaw, Laura	42	22	42	25	Sage Designations
Shaw, Laura	43	12	43	13	Sage Designations
Shaw, Laura	43	16	44	12	Sage Designations
Shaw, Laura	44	15	44	15	Sage Designations
Shaw, Laura	44	17	44	18	Sage Designations
Shaw, Laura	44	21	44	21	Sage Designations
Shaw, Laura	44	23	44	23	Sage Designations
Shaw, Laura	45	1	45	22	Sage Designations
Shaw, Laura	46	7	46	8	Sage Designations
Shaw, Laura	46	11	46	23	Sage Designations
Shaw, Laura	46	25	47	7	Sage Designations
Shaw, Laura	47	11	47	11	Sage Designations
Shaw, Laura	47	14	47	17	Sage Designations
Shaw, Laura	47	19	47	22	Sage Designations
Shaw, Laura	47	24	47	24	Sage Designations
Shaw, Laura	48	2	48	4	Sage Designations
Shaw, Laura	48	7	48	7	Sage Designations
Shaw, Laura	48	9	48	15	Sage Designations
Shaw, Laura	48	20	48	23	Sage Designations
Shaw, Laura	49	5	49	5	Sage Designations
Shaw, Laura	49	8	49	13	Sage Designations
Shaw, Laura	49	15	49	18	Sage Designations
Shaw, Laura	49	20	49	21	Sage Designations
Shaw, Laura	49	24	49	24	Sage Designations

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Simon, Marcus S	7	12	7	17		Sage Designations
Simon, Marcus S	8	11	8	13		Sage Designations
Simon, Marcus S	10	7	10	14		Sage Designations
Simon, Marcus S	11	5	11	10		Sage Designations
Simon, Marcus S	15	6	15	8		Sage Designations
Simon, Marcus S	15	18	15	19		Sage Designations
Simon, Marcus S	16	18	16	22		Sage Designations
Simon, Marcus S	17	1	17	6		Sage Designations
Simon, Marcus S	17	19	17	25		Sage Designations
Simon, Marcus S	19	3	19	7		Sage Designations
Simon, Marcus S	20	13	20	18		Sage Designations
Simon, Marcus S	22	1	22	16		Sage Designations
Simon, Marcus S	22	21	22	22		Sage Designations
Simon, Marcus S	23	3	23	5		Sage Designations
Simon, Marcus S	23	9	23	17		Sage Designations
Simon, Marcus S	24	3	24	12		Sage Designations
Simon, Marcus S	25	14	25	23		Sage Designations
Simon, Marcus S	26	25	27	5		Sage Designations
Simon, Marcus S	28	12	28	15		Sage Designations
Simon, Marcus S	28	17	30	11		Sage Designations
Simon, Marcus S	31	14	32	17		Sage Designations
Simon, Marcus S	33	2	33	24		Sage Designations
Simon, Marcus S	34	22	35	3		Sage Designations
Simon, Marcus S	35	21	36	6		Sage Designations
Simon, Marcus S	37	4	37	8		Sage Designations
Simon, Marcus S	38	16	39	8		Sage Designations
Simon, Marcus S	39	17	40	9		Sage Designations
Simon, Marcus S	41	17	41	19		Sage Designations
Simon, Marcus S	41	23	42	10		Sage Designations
Simon, Marcus S	45	4	46	19		Sage Designations
Simon, Marcus S	47	10	47	12		Sage Designations
Simon, Marcus S	47	22	48	5		Sage Designations
Simon, Marcus S	48	7	48	24		Sage Designations
Simon, Marcus S	51	2	51	11		Sage Designations
Simon, Marcus S	51	16	51	21		Sage Designations
Simon, Marcus S	54	9	55	6		Sage Designations
Simon, Marcus S	60	23	62	11		Sage Designations
Simon, Marcus S	65	13	66	2		Sage Designations
Simon, Marcus S	66	17	67	2		Sage Designations
Simon, Marcus S	67	8	67	18		Sage Designations
Simon, Marcus S	69	4	69	18		Sage Designations
Simon, Marcus S	69	22	70	1		Sage Designations
Simon, Marcus S	72	3	72	9		Sage Designations
Simon, Marcus S	73	13	73	22		Sage Designations
Simon, Marcus S	73	25	74	12		Sage Designations
Simon, Marcus S	74	17	75	4		Sage Designations

Simon, Marcus S	77	3	77	7	Sage Designations
Simon, Marcus S	78	3	78	17	Sage Designations
Simon, Marcus S	78	23	78	25	Sage Designations
Simon, Marcus S	79	2	79	16	Sage Designations
Simon, Marcus S	80	24	81	8	Sage Designations
Simon, Marcus S	81	16	81	22	Sage Designations
Simon, Marcus S	82	3	82	25	Sage Designations
Simon, Marcus S	83	2	84	3	Sage Designations
Simon, Marcus S	84	11	84	20	Sage Designations
Simon, Marcus S	85	14	85	24	Sage Designations
Simon, Marcus S	86	16	88	20	Sage Designations
Simon, Marcus S	88	24	89	3	Sage Designations
Simon, Marcus S	89	8	89	10	Sage Designations
Simon, Marcus S	90	1	90	7	Sage Designations
Simon, Marcus S	92	13	92	18	Sage Designations
Simon, Marcus S	92	25	94	4	Sage Designations
Simon, Marcus S	94	6	94	11	Sage Designations
Simon, Marcus S	94	22	94	25	Sage Designations
Simon, Marcus S	95	10	95	13	Sage Designations
Simon, Marcus S	95	24	96	9	Sage Designations
Simon, Marcus S	97	17	97	21	Sage Designations
Simon, Marcus S	107	6	108	8	Sage Designations
Simon, Marcus S	109	14	110	1	Sage Designations
Simon, Marcus S	110	11	112	16	Sage Designations
Simon, Marcus S	114	20	114	23	Sage Designations
Simon, Marcus S	115	7	117	3	Sage Designations
Simon, Marcus S	118	12	118	20	Sage Designations
Simon, Marcus S	119	5	120	25	Sage Designations
Simon, Marcus S	121	4	121	4	Sage Designations
Simon, Marcus S	121	5	122	11	Sage Designations
Simon, Marcus S	123	1	123	25	Sage Designations
Simon, Marcus S	124	19	124	25	Sage Designations
Simon, Marcus S	125	9	126	2	Sage Designations
Simon, Marcus S	127	10	127	21	Sage Designations
Simon, Marcus S	128	7	128	15	Sage Designations
Simon, Marcus S	130	24	131	8	Sage Designations
Simon, Marcus S	131	16	132	25	Sage Designations
Simon, Marcus S	133	5	134	19	Sage Designations
Simon, Marcus S	135	1	135	5	Sage Designations
Simon, Marcus S	135	22	136	1	Sage Designations
Simon, Marcus S	136	9	136	17	Sage Designations
Simon, Marcus S	137	1	138	11	Sage Designations
Simon, Marcus S	139	2	139	6	Sage Designations
Simon, Marcus S	139	21	140	1	Sage Designations
Simon, Marcus S	142	13	142	20	Sage Designations
Simon, Marcus S	143	4	143	11	Sage Designations
Simon, Marcus S	144	1	144	15	Sage Designations

Simon, Marcus S	144	25	145	7	Sage Designations
Simon, Marcus S	145	1	145	7	Sage Designations
Simon, Marcus S	145	11	146	16	Sage Designations

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Zani, Paul	9	9	9	15		Sage Designations
Zani, Paul	13	20	13	22		Sage Designations
Zani, Paul	14	3	14	5		Sage Designations
Zani, Paul	14	16	15	18		Sage Designations
Zani, Paul	15	25	16	6		Sage Designations
Zani, Paul	20	14	20	18		Sage Designations
Zani, Paul	21	2	21	8		Sage Designations
Zani, Paul	21	14	22	6		Sage Designations
Zani, Paul	22	21	24	24		Sage Designations
Zani, Paul	25	4	27	10		Sage Designations
Zani, Paul	27	20	27	24		Sage Designations
Zani, Paul	28	20	28	24		Sage Designations
Zani, Paul	29	8	29	22		Sage Designations
Zani, Paul	31	22	33	13		Sage Designations
Zani, Paul	36	9	36	13		Sage Designations
Zani, Paul	36	20	37	22		Sage Designations
Zani, Paul	38	4	38	7		Sage Designations
Zani, Paul	38	11	38	19		Sage Designations
Zani, Paul	47	8	47	17		Sage Designations
Zani, Paul	47	19	47	21		Sage Designations
Zani, Paul	49	3	49	8		Sage Designations
Zani, Paul	49	12	49	15		Sage Designations
Zani, Paul	50	18	50	22		Sage Designations
Zani, Paul	56	4	56	10		Sage Designations
Zani, Paul	56	16	56	21		Sage Designations
Zani, Paul	58	14	58	16		Sage Designations
Zani, Paul	58	14	58	16		Sage Designations
Zani, Paul	59	10	59	16		Sage Designations
Zani, Paul	59	10	59	16		Sage Designations
Zani, Paul	65	14	65	18		Sage Designations
Zani, Paul	65	14	65	18		Sage Designations
Zani, Paul	65	24	66	3		Sage Designations
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Zani, Paul	66	21	66	23		Sage Designations
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Zani, Paul	67	24	69	13		Sage Designations
Zani, Paul	67	24	69	13		Sage Designations
Zani, Paul	71	9	71	11		Sage Designations
Zani, Paul	71	9	71	11		Sage Designations
Zani, Paul	71	16	72	10		Sage Designations
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Zani, Paul	72	23	74	3		Sage Designations
Zani, Paul	75	1	75	9		Sage Designations

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Zani, Paul	76	9	76	13	Sage Designations
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Zani, Paul	97	22	98	3	Sage Designations
Zani, Paul	98	16	98	20	Sage Designations
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Zani, Paul	106	25	106	25	Sage Designations
Zani, Paul	107	2	107	5	Sage Designations
Zani, Paul	107	8	107	16	Sage Designations
Zani, Paul	108	4	108	14	Sage Designations
Zani, Paul	108	20	108	24	Sage Designations
Zani, Paul	109	1	110	1	Sage Designations
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Zani, Paul	113	14	113	18	Sage Designations
Zani, Paul	114	17	114	21	Sage Designations
Zani, Paul	114	23	115	8	Sage Designations
Zani, Paul	115	13	115	17	Sage Designations
Zani, Paul	116	9	116	14	Sage Designations
Zani, Paul	117	24	118	8	Sage Designations
Zani, Paul	121	15	122	5	Sage Designations
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Zani, Paul	138	2	138	5	Sage Designations
Zani, Paul	138	7	138	9	Sage Designations
Zani, Paul	138	25	140	15	Sage Designations

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Zani, Paul	141	11	141	14	Sage Designations
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Zani, Paul	148	1	148	5	Sage Designations
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Zani, Paul	148	18	148	21	Sage Designations
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Zani, Paul	149	10	149	15	Sage Designations
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Zani, Paul	158	6	158	17	Sage Designations
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Zani, Paul	159	5	159	13	Sage Designations
Zani, Paul	159	16	159	18	Sage Designations
Zani, Paul	159	21	159	24	Sage Designations
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Zani, Paul	160	13	160	13	Sage Designations
Zani, Paul	160	15	160	24	Sage Designations
Zani, Paul	161	2	161	4	Sage Designations
Zani, Paul	162	12	163	2	Sage Designations
Zani, Paul	163	12	163	13	Sage Designations
Zani, Paul	163	16	163	18	Sage Designations
Zani, Paul	163	24	164	15	Sage Designations
Zani, Paul	164	18	164	19	Sage Designations
Zani, Paul	164	21	164	25	Sage Designations
Zani, Paul	165	3	165	4	Sage Designations
Zani, Paul	165	6	165	8	Sage Designations
Zani, Paul	177	24	178	2	Sage Designations
Zani, Paul	178	4	179	3	Sage Designations
Zani, Paul	179	18	180	6	Sage Designations
Zani, Paul	181	9	181	25	Sage Designations
Zani, Paul	183	2	183	5	Sage Designations
Zani, Paul	183	18	183	23	Sage Designations
Zani, Paul	183	25	184	12	Sage Designations
Zani, Paul	184	17	184	20	Sage Designations
Zani, Paul	185	4	185	17	Sage Designations

Zani, Paul	186	2	186	24	Sage Designations
Zani, Paul	187	15	188	2	Sage Designations
Zani, Paul	188	5	188	6	Sage Designations
Zani, Paul	189	10	189	19	Sage Designations
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Zani, Paul	190	1	190	10	Sage Designations
Zani, Paul	191	7	191	17	Sage Designations
Zani, Paul	199	11	199	14	Sage Designations
Zani, Paul	199	16	199	20	Sage Designations
Zani, Paul	201	1	201	6	Sage Designations
Zani, Paul	201	9	201	13	Sage Designations
Zani, Paul	201	24	202	2	Sage Designations
Zani, Paul	202	5	202	12	Sage Designations
Zani, Paul	202	19	203	8	Sage Designations
Zani, Paul	203	19	204	21	Sage Designations
Zani, Paul	204	23	205	16	Sage Designations
Zani, Paul	205	18	205	19	Sage Designations
Zani, Paul	205	21	205	23	Sage Designations
Zani, Paul	206	23	207	18	Sage Designations
Zani, Paul	208	3	209	1	Sage Designations
Zani, Paul	211	12	212	5	Sage Designations
Zani, Paul	212	23	213	11	Sage Designations
Zani, Paul	213	13	213	19	Sage Designations
Zani, Paul	213	21	214	17	Sage Designations
Zani, Paul	215	18	217	12	Sage Designations
Zani, Paul	217	15	217	16	Sage Designations
Zani, Paul	217	18	217	23	Sage Designations
Zani, Paul	217	25	218	10	Sage Designations
Zani, Paul	218	17	218	25	Sage Designations
Zani, Paul	219	10	219	15	Sage Designations
Zani, Paul	219	18	219	22	Sage Designations
Zani, Paul	220	4	221	4	Sage Designations
Zani, Paul	221	5	221	24	Sage Designations
Zani, Paul	222	2	222	7	Sage Designations
Zani, Paul	222	9	223	1	Sage Designations
Zani, Paul	223	4	223	7	Sage Designations
Zani, Paul	223	10	223	18	Sage Designations
Zani, Paul	223	20	225	1	Sage Designations
Zani, Paul	225	8	225	16	Sage Designations
Zani, Paul	226	5	226	16	Sage Designations
Zani, Paul	226	24	227	2	Sage Designations
Zani, Paul	227	5	227	10	Sage Designations
Zani, Paul	227	12	227	17	Sage Designations
Zani, Paul	229	7	229	17	Sage Designations
Zani, Paul	229	20	229	21	Sage Designations
Zani, Paul	230	9	230	24	Sage Designations
Zani, Paul	231	14	231	25	Sage Designations

Zani, Paul	232	5	232	9	Sage Designations
Zani, Paul	232	19	233	1	Sage Designations
Zani, Paul	243	17	244	23	Sage Designations
Zani, Paul	245	14	245	22	Sage Designations

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Gohde, John	4	11	4	15		Sage Designations
Gohde, John	8	15	8	20		Sage Designations
Gohde, John	8	21	8	24		Sage Designations
Gohde, John	9	9	9	11		Sage Designations
Gohde, John	9	12	9	21		Sage Designations
Gohde, John	17	8	17	12		Sage Designations
Gohde, John	17	18	18	1		Sage Designations
Gohde, John	18	8	18	24		Sage Designations
Gohde, John	20	9	21	14		Sage Designations
Gohde, John	21	15	22	4		Sage Designations
Gohde, John	22	7	24	6		Sage Designations
Gohde, John	24	7	24	19		Sage Designations
Gohde, John	24	20	25	21		Sage Designations
Gohde, John	26	5	26	9		Sage Designations
Gohde, John	26	17	27	17		Sage Designations
Gohde, John	29	7	29	9		Sage Designations
Gohde, John	31	8	31	11		Sage Designations
Gohde, John	31	15	31	17		Sage Designations
Gohde, John	32	20	33	1		Sage Designations
Gohde, John	33	23	34	1		Sage Designations
Gohde, John	34	5	34	6		Sage Designations
Gohde, John	37	9	37	17		Sage Designations
Gohde, John	38	24	39	6		Sage Designations
Gohde, John	39	10	39	19		Sage Designations
Gohde, John	41	3	41	8		Sage Designations
Gohde, John	41	10	41	13		Sage Designations
Gohde, John	42	2	42	2		Sage Designations
Gohde, John	43	11	43	21		Sage Designations
Gohde, John	43	22	44	2		Sage Designations
Gohde, John	45	24	46	9		Sage Designations
Gohde, John	46	12	46	13		Sage Designations
Gohde, John	46	20	47	8		Sage Designations
Gohde, John	47	17	47	19		Sage Designations
Gohde, John	48	2	48	13		Sage Designations
Gohde, John	50	2	50	21		Sage Designations
Gohde, John	51	12	51	17		Sage Designations
Gohde, John	52	16	52	21		Sage Designations
Gohde, John	53	5	53	9		Sage Designations
Gohde, John	58	3	58	18		Sage Designations
Gohde, John	60	14	60	19		Sage Designations
Gohde, John	60	24	60	24		Sage Designations
Gohde, John	61	7	61	21		Sage Designations
Gohde, John	61	22	62	10		Sage Designations
Gohde, John	63	17	63	19		Sage Designations
Gohde, John	63	23	64	1		Sage Designations
Gohde, John	64	22	65	10		Sage Designations

Gohde, John	70	6	70	9	Sage Designations
Gohde, John	70	10	70	14	Sage Designations
Gohde, John	71	12	72	13	Sage Designations
Gohde, John	73	15	73	21	Sage Designations
Gohde, John	73	24	74	16	Sage Designations
Gohde, John	68	23	68	24	Sage Designations
Gohde, John	99	10	99	21	Sage Designations
Gohde, John	105	12	106	6	Sage Designations
Gohde, John	107	20	108	7	Sage Designations
Gohde, John	116	4	116	10	Sage Designations
Gohde, John	116	17	117	3	Sage Designations
Gohde, John	119	21	119	23	Sage Designations
Gohde, John	120	2	120	3	Sage Designations
Gohde, John	121	7	121	9	Sage Designations
Gohde, John	121	13	121	15	Sage Designations
Gohde, John	130	21	131	2	Sage Designations
Gohde, John	131	3	131	11	Sage Designations
Gohde, John	131	12	131	18	Sage Designations
Gohde, John	132	5	132	11	Sage Designations
Gohde, John	133	2	133	8	Sage Designations
Gohde, John	140	7	140	9	Sage Designations
Gohde, John	142	10	142	14	Sage Designations
Gohde, John	141	22	142	3	Sage Designations
Gohde, John	142	5	142	9	Sage Designations
Gohde, John	142	15	142	20	Sage Designations
Gohde, John	142	21	143	2	Sage Designations
Gohde, John	143	4	143	16	Sage Designations
Gohde, John	143	17	143	24	Sage Designations
Gohde, John	144	1	144	13	Sage Designations
Gohde, John	144	17	144	19	Sage Designations
Gohde, John	145	1	145	6	Sage Designations
Gohde, John	145	7	145	23	Sage Designations
Gohde, John	146	7	146	12	Sage Designations
Gohde, John	146	16	146	22	Sage Designations
Gohde, John	147	3	148	1	Sage Designations
Gohde, John	148	19	148	24	Sage Designations
Gohde, John	149	1	149	5	Sage Designations
Gohde, John	150	13	150	18	Sage Designations
Gohde, John	151	1	151	7	Sage Designations
Gohde, John	151	11	151	21	Sage Designations
Gohde, John	153	12	153	17	Sage Designations
Gohde, John	153	19	154	12	Sage Designations
Gohde, John	154	13	154	21	Sage Designations
Gohde, John	155	11	156	1	Sage Designations
Gohde, John	156	4	156	5	Sage Designations
Gohde, John	156	9	156	21	Sage Designations
Gohde, John	157	13	158	4	Sage Designations

Gohde, John	160	4	160	9	Sage Designations
Gohde, John	163	5	163	7	Sage Designations
Gohde, John	163	8	163	13	Sage Designations
Gohde, John	164	5	164	16	Sage Designations
Gohde, John	167	2	167	19	Sage Designations
Gohde, John	167	20	168	9	Sage Designations
Gohde, John	168	22	169	10	Sage Designations
Gohde, John	170	19	171	11	Sage Designations
Gohde, John	173	2	173	15	Sage Designations
Gohde, John	173	18	173	20	Sage Designations
Gohde, John	174	16	174	18	Sage Designations
Gohde, John	174	21	174	22	Sage Designations
Gohde, John	175	10	175	14	Sage Designations
Gohde, John	175	17	175	20	Sage Designations
Gohde, John	175	22	177	3	Sage Designations
Gohde, John	177	4	177	18	Sage Designations
Gohde, John	177	20	178	2	Sage Designations
Gohde, John	178	5	178	6	Sage Designations
Gohde, John	178	18	179	17	Sage Designations
Gohde, John	179	18	179	23	Sage Designations
Gohde, John	180	2	180	6	Sage Designations
Gohde, John	180	8	180	10	Sage Designations
Gohde, John	180	18	181	6	Sage Designations
Gohde, John	181	12	181	22	Sage Designations
Gohde, John	182	11	182	18	Sage Designations
Gohde, John	183	23	184	16	Sage Designations
Gohde, John	184	17	185	1	Sage Designations
Gohde, John	185	2	185	7	Sage Designations
Gohde, John	185	10	185	16	Sage Designations
Gohde, John	185	17	186	3	Sage Designations
Gohde, John	186	16	186	24	Sage Designations
Gohde, John	187	12	187	15	Sage Designations
Gohde, John	187	18	187	21	Sage Designations
Gohde, John	189	14	189	20	Sage Designations
Gohde, John	190	11	190	15	Sage Designations
Gohde, John	190	16	190	22	Sage Designations
Gohde, John	191	21	192	1	Sage Designations
Gohde, John	193	7	193	10	Sage Designations
Gohde, John	193	13	193	16	Sage Designations
Gohde, John	193	17	194	1	Sage Designations
Gohde, John	194	4	194	5	Sage Designations
Gohde, John	194	7	194	13	Sage Designations
Gohde, John	194	16	194	24	Sage Designations
Gohde, John	195	3	195	12	Sage Designations
Gohde, John	196	13	197	6	Sage Designations
Gohde, John	197	9	197	12	Sage Designations
Gohde, John	202	13	202	18	Sage Designations

Gohde, John	202	22	203	8	Sage Designations
Gohde, John	203	20	203	21	Sage Designations
Gohde, John	207	16	207	21	Sage Designations
Gohde, John	210	11	210	15	Sage Designations
Gohde, John	210	17	210	22	Sage Designations
Gohde, John	214	7	214	10	Sage Designations
Gohde, John	214	12	214	14	Sage Designations
Gohde, John	210	23	210	24	Sage Designations
Gohde, John	211	10	211	14	Sage Designations
Gohde, John	215	20	215	23	Sage Designations
Gohde, John	216	3	216	11	Sage Designations
Gohde, John	216	14	216	15	Sage Designations
Gohde, John	219	13	219	17	Sage Designations
Gohde, John	220	9	220	18	Sage Designations
Gohde, John	220	19	220	24	Sage Designations
Gohde, John	221	4	221	13	Sage Designations
Gohde, John	221	16	222	4	Sage Designations
Gohde, John	222	13	222	21	Sage Designations
Gohde, John	222	22	223	3	Sage Designations
Gohde, John	223	6	223	16	Sage Designations
Gohde, John	223	17	223	22	Sage Designations
Gohde, John	224	12	224	19	Sage Designations
Gohde, John	224	20	225	12	Sage Designations
Gohde, John	225	13	226	3	Sage Designations
Gohde, John	226	6	226	6	Sage Designations
Gohde, John	30	22	31	7	Sage Conditionals
Gohde, John	31	19	32	5	Sage Conditionals
Gohde, John	32	9	32	9	Sage Conditionals
Gohde, John	35	12	35	15	Sage Conditionals
Gohde, John	35	18	35	18	Sage Conditionals
Gohde, John	35	20	35	22	Sage Conditionals
Gohde, John	35	1	35	2	Sage Conditionals
Gohde, John	36	4	36	11	Sage Conditionals
Gohde, John	37	22	38	16	Sage Conditionals
Gohde, John	38	20	38	22	Sage Conditionals
Gohde, John	45	1	45	2	Sage Conditionals
Gohde, John	45	4	45	12	Sage Conditionals
Gohde, John	64	10	64	15	Sage Conditionals
Gohde, John	70	15	70	24	Sage Conditionals
Gohde, John	115	7	116	3	Sage Conditionals
Gohde, John	121	17	122	16	Sage Conditionals

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Newton, Camille	17	23	18	14		Sage Designations
Newton, Camille	19	6	19	8		Sage Designations
Newton, Camille	20	17	20	19		Sage Designations
Newton, Camille	20	24	21	1		Sage Designations
Newton, Camille	25	25	26	4		Sage Designations
Newton, Camille	26	18	26	25		Sage Designations
Newton, Camille	27	5	27	17		Sage Designations
Newton, Camille	28	10	28	13		Sage Designations
Newton, Camille	29	2	29	19		Sage Designations
Newton, Camille	30	2	30	11		Sage Designations
Newton, Camille	31	5	31	8		Sage Designations
Newton, Camille	31	24	32	7		Sage Designations
Newton, Camille	33	8	33	12		Sage Designations
Newton, Camille	33	13	34	7		Sage Designations
Newton, Camille	34	8	34	11		Sage Designations
Newton, Camille	34	15	34	23		Sage Designations
Newton, Camille	35	1	35	1		Sage Designations
Newton, Camille	37	8	37	13		Sage Designations
Newton, Camille	37	16	37	24		Sage Designations
Newton, Camille	40	11	40	14		Sage Designations
Newton, Camille	40	17	40	25		Sage Designations
Newton, Camille	41	1	41	10		Sage Designations
Newton, Camille	41	13	41	13		Sage Designations
Newton, Camille	42	24	43	1		Sage Designations
Newton, Camille	41	25	42	8		Sage Designations
Newton, Camille	47	20	48	7		Sage Designations
Newton, Camille	49	1	49	3		Sage Designations
Newton, Camille	49	5	49	6		Sage Designations
Newton, Camille	49	17	50	5		Sage Designations
Newton, Camille	50	22	50	24		Sage Designations
Newton, Camille	50	25	51	2		Sage Designations
Newton, Camille	51	13	51	17		Sage Designations
Newton, Camille	52	11	52	13		Sage Designations
Newton, Camille	52	15	52	16		Sage Designations
Newton, Camille	55	13	55	15		Sage Designations
Newton, Camille	55	18	55	21		Sage Designations
Newton, Camille	55	25	56	3		Sage Designations
Newton, Camille	56	6	56	6		Sage Designations
Newton, Camille	60	9	60	10		Sage Designations
Newton, Camille	60	13	60	19		Sage Designations
Newton, Camille	60	25	61	6		Sage Designations
Newton, Camille	65	18	66	4		Sage Designations
Newton, Camille	66	25	67	10		Sage Designations
Newton, Camille	67	13	67	21		Sage Designations
Newton, Camille	68	14	68	18		Sage Designations
Newton, Camille	68	20	68	24		Sage Designations

Newton, Camille	74	24	75	1	Sage Designations
Newton, Camille	75	3	75	10	Sage Designations
Newton, Camille	72	14	72	18	Sage Designations
Newton, Camille	75	11	75	11	Sage Designations
Newton, Camille	75	13	75	13	Sage Designations
Newton, Camille	75	15	75	21	Sage Designations
Newton, Camille	75	23	76	4	Sage Designations
Newton, Camille	77	3	77	12	Sage Designations
Newton, Camille	77	22	77	24	Sage Designations
Newton, Camille	78	1	78	17	Sage Designations
Newton, Camille	78	18	79	3	Sage Designations
Newton, Camille	79	5	79	15	Sage Designations
Newton, Camille	79	17	79	24	Sage Designations
Newton, Camille	81	1	81	13	Sage Designations
Newton, Camille	83	7	83	10	Sage Designations
Newton, Camille	83	12	83	17	Sage Designations
Newton, Camille	88	11	89	5	Sage Designations
Newton, Camille	89	18	89	20	Sage Designations
Newton, Camille	90	5	90	6	Sage Designations
Newton, Camille	90	14	90	21	Sage Designations
Newton, Camille	90	24	91	4	Sage Designations
Newton, Camille	91	6	91	7	Sage Designations
Newton, Camille	92	4	92	8	Sage Designations
Newton, Camille	92	18	92	20	Sage Designations
Newton, Camille	92	23	92	25	Sage Designations
Newton, Camille	97	16	97	17	Sage Designations
Newton, Camille	100	6	100	8	Sage Designations
Newton, Camille	101	1	101	17	Sage Designations
Newton, Camille	101	18	101	25	Sage Designations
Newton, Camille	102	3	102	7	Sage Designations
Newton, Camille	103	4	103	11	Sage Designations
Newton, Camille	103	13	103	15	Sage Designations
Newton, Camille	103	18	104	4	Sage Designations
Newton, Camille	104	12	104	14	Sage Designations
Newton, Camille	105	8	105	10	Sage Designations
Newton, Camille	105	13	106	1	Sage Designations
Newton, Camille	106	7	106	16	Sage Designations
Newton, Camille	107	13	107	14	Sage Designations
Newton, Camille	107	16	107	16	Sage Designations
Newton, Camille	107	18	108	18	Sage Designations
Newton, Camille	108	19	108	22	Sage Designations
Newton, Camille	110	2	110	13	Sage Designations
Newton, Camille	112	9	112	18	Sage Designations
Newton, Camille	112	19	112	24	Sage Designations
Newton, Camille	113	4	113	6	Sage Designations
Newton, Camille	113	19	113	21	Sage Designations
Newton, Camille	113	24	114	4	Sage Designations

Newton, Camille	114	5	114	10	Sage Designations
Newton, Camille	114	17	114	19	Sage Designations
Newton, Camille	115	13	115	15	Sage Designations
Newton, Camille	115	19	115	24	Sage Designations
Newton, Camille	116	24	117	2	Sage Designations
Newton, Camille	117	5	117	10	Sage Designations
Newton, Camille	117	13	117	14	Sage Designations
Newton, Camille	121	3	121	9	Sage Designations
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Newton, Camille	121	12	121	13	Sage Designations
Newton, Camille	121	25	122	1	Sage Designations
Newton, Camille	122	4	122	4	Sage Designations
Newton, Camille	122	19	122	22	Sage Designations
Newton, Camille	122	24	123	4	Sage Designations
Newton, Camille	123	5	123	7	Sage Designations
Newton, Camille	123	9	123	9	Sage Designations
Newton, Camille	123	11	123	13	Sage Designations
Newton, Camille	123	15	123	16	Sage Designations
Newton, Camille	125	17	125	24	Sage Designations
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Newton, Camille	127	4	127	7	Sage Designations
Newton, Camille	127	10	127	15	Sage Designations
Newton, Camille	127	18	127	18	Sage Designations
Newton, Camille	129	2	129	5	Sage Designations
Newton, Camille	129	6	129	17	Sage Designations
Newton, Camille	129	20	129	23	Sage Designations
Newton, Camille	129	25	130	7	Sage Designations
Newton, Camille	132	19	133	13	Sage Designations
Newton, Camille	133	15	133	15	Sage Designations
Newton, Camille	134	10	134	18	Sage Designations
Newton, Camille	135	9	135	14	Sage Designations
Newton, Camille	135	16	135	16	Sage Designations
Newton, Camille	135	18	135	20	Sage Designations
Newton, Camille	135	23	136	9	Sage Designations
Newton, Camille	136	18	136	20	Sage Designations
Newton, Camille	137	4	137	9	Sage Designations
Newton, Camille	137	19	138	4	Sage Designations
Newton, Camille	139	10	140	3	Sage Designations
Newton, Camille	140	4	140	18	Sage Designations
Newton, Camille	142	5	142	18	Sage Designations
Newton, Camille	144	21	145	1	Sage Designations
Newton, Camille	145	11	145	13	Sage Designations
Newton, Camille	145	21	145	23	Sage Designations
Newton, Camille	146	4	146	14	Sage Designations
Newton, Camille	146	15	147	2	Sage Designations
Newton, Camille	147	15	147	24	Sage Designations

Newton, Camille	148	12	148	21	Sage Designations
Newton, Camille	149	8	149	14	Sage Designations
Newton, Camille	150	16	151	2	Sage Designations
Newton, Camille	154	15	155	7	Sage Designations
Newton, Camille	155	23	156	9	Sage Designations
Newton, Camille	156	13	157	2	Sage Designations
Newton, Camille	157	7	157	9	Sage Designations
Newton, Camille	157	11	157	25	Sage Designations
Newton, Camille	159	14	159	16	Sage Designations
Newton, Camille	163	8	163	14	Sage Designations
Newton, Camille	163	16	163	18	Sage Designations
Newton, Camille	164	6	164	17	Sage Designations
Newton, Camille	165	22	166	18	Sage Designations
Newton, Camille	166	21	166	22	Sage Designations
Newton, Camille	167	7	167	10	Sage Designations
Newton, Camille	167	13	167	14	Sage Designations
Newton, Camille	167	16	167	16	Sage Designations
Newton, Camille	167	17	167	24	Sage Designations
Newton, Camille	168	2	168	7	Sage Designations
Newton, Camille	170	7	170	9	Sage Designations
Newton, Camille	170	10	170	12	Sage Designations
Newton, Camille	170	15	171	5	Sage Designations
Newton, Camille	171	17	171	19	Sage Designations
Newton, Camille	172	4	172	8	Sage Designations
Newton, Camille	172	11	172	14	Sage Designations
Newton, Camille	172	17	173	1	Sage Designations
Newton, Camille	173	8	173	11	Sage Designations
Newton, Camille	175	7	175	10	Sage Designations
Newton, Camille	173	14	173	17	Sage Designations
Newton, Camille	173	20	173	24	Sage Designations
Newton, Camille	174	22	175	6	Sage Designations
Newton, Camille	174	4	174	6	Sage Designations
Newton, Camille	99	12	99	19	Sage Designations
Newton, Camille	99	22	99	23	Sage Designations
Newton, Camille	178	15	178	19	Sage Designations
Newton, Camille	177	24	177	25	Sage Designations
Newton, Camille	178	20	178	22	Sage Designations
Newton, Camille	178	24	178	25	Sage Designations
Newton, Camille	179	10	179	12	Sage Designations
Newton, Camille	179	14	179	15	Sage Designations
Newton, Camille	180	12	181	4	Sage Designations
Newton, Camille	181	5	181	14	Sage Designations
Newton, Camille	182	11	182	23	Sage Designations
Newton, Camille	183	25	184	15	Sage Designations
Newton, Camille	184	16	184	18	Sage Designations
Newton, Camille	184	22	184	25	Sage Designations
Newton, Camille	185	24	186	12	Sage Designations

Newton, Camille	188	9	188	11	Sage Designations
Newton, Camille	188	13	189	3	Sage Designations
Newton, Camille	190	5	190	13	Sage Designations
Newton, Camille	190	14	190	16	Sage Designations
Newton, Camille	190	19	190	20	Sage Designations
Newton, Camille	192	14	192	19	Sage Designations
Newton, Camille	192	20	192	21	Sage Designations
Newton, Camille	192	23	192	24	Sage Designations
Newton, Camille	193	14	193	14	Sage Designations
Newton, Camille	194	5	194	7	Sage Designations
Newton, Camille	194	10	194	14	Sage Designations
Newton, Camille	195	8	195	24	Sage Designations
Newton, Camille	196	1	196	7	Sage Designations
Newton, Camille	196	9	196	10	Sage Designations
Newton, Camille	196	12	197	3	Sage Designations
Newton, Camille	197	20	198	1	Sage Designations
Newton, Camille	198	9	198	14	Sage Designations
Newton, Camille	200	12	200	24	Sage Designations
Newton, Camille	200	25	201	2	Sage Designations
Newton, Camille	201	10	201	25	Sage Designations
Newton, Camille	202	3	202	8	Sage Designations
Newton, Camille	202	8	202	13	Sage Designations
Newton, Camille	202	16	202	18	Sage Designations
Newton, Camille	203	25	204	3	Sage Designations
Newton, Camille	205	21	206	7	Sage Designations
Newton, Camille	206	9	206	19	Sage Designations
Newton, Camille	207	8	207	13	Sage Designations
Newton, Camille	207	14	207	20	Sage Designations
Newton, Camille	207	22	208	5	Sage Designations
Newton, Camille	208	9	208	19	Sage Designations
Newton, Camille	208	25	209	4	Sage Designations
Newton, Camille	211	3	211	7	Sage Designations
Newton, Camille	212	9	212	12	Sage Designations
Newton, Camille	212	19	213	11	Sage Designations
Newton, Camille	213	12	213	20	Sage Designations
Newton, Camille	213	22	214	5	Sage Designations
Newton, Camille	214	7	214	13	Sage Designations
Newton, Camille	214	15	214	16	Sage Designations
Newton, Camille	215	2	215	3	Sage Designations
Newton, Camille	215	8	215	12	Sage Designations
Newton, Camille	215	22	216	1	Sage Designations
Newton, Camille	216	2	216	4	Sage Designations
Newton, Camille	216	6	216	6	Sage Designations
Newton, Camille	216	8	216	10	Sage Designations
Newton, Camille	216	16	216	19	Sage Designations
Newton, Camille	216	21	217	6	Sage Designations
Newton, Camille	217	7	217	8	Sage Designations

Newton, Camille	217	10	217	10	Sage Designations
Newton, Camille	217	18	217	21	Sage Designations
Newton, Camille	217	24	218	11	Sage Designations
Newton, Camille	218	13	218	18	Sage Designations
Newton, Camille	218	20	218	20	Sage Designations
Newton, Camille	218	21	218	24	Sage Designations
Newton, Camille	219	19	220	9	Sage Designations
Newton, Camille	220	10	220	15	Sage Designations
Newton, Camille	220	18	220	25	Sage Designations
Newton, Camille	221	2	221	13	Sage Designations
Newton, Camille	221	14	222	3	Sage Designations
Newton, Camille	222	4	222	10	Sage Designations
Newton, Camille	222	22	222	25	Sage Designations
Newton, Camille	223	2	223	3	Sage Designations
Newton, Camille	224	16	224	22	Sage Designations
Newton, Camille	224	25	225	6	Sage Designations
Newton, Camille	225	8	225	16	Sage Designations
Newton, Camille	226	5	226	6	Sage Designations
Newton, Camille	225	25	226	3	Sage Designations
Newton, Camille	226	9	226	14	Sage Designations
Newton, Camille	226	17	226	23	Sage Designations
Newton, Camille	227	1	227	8	Sage Designations
Newton, Camille	227	11	227	13	Sage Designations
Newton, Camille	227	24	228	2	Sage Designations
Newton, Camille	228	5	228	6	Sage Designations
Newton, Camille	228	23	228	25	Sage Designations
Newton, Camille	229	3	229	7	Sage Designations
Newton, Camille	229	24	230	1	Sage Designations
Newton, Camille	230	24	231	2	Sage Designations
Newton, Camille	231	12	231	23	Sage Designations
Newton, Camille	233	10	233	12	Sage Designations
Newton, Camille	233	21	234	8	Sage Designations
Newton, Camille	234	9	234	19	Sage Designations
Newton, Camille	234	22	234	23	Sage Designations
Newton, Camille	235	16	235	18	Sage Designations
Newton, Camille	236	17	236	23	Sage Designations
Newton, Camille	236	25	236	25	Sage Designations
Newton, Camille	239	8	239	10	Sage Designations
Newton, Camille	239	13	239	17	Sage Designations
Newton, Camille	239	19	239	21	Sage Designations
Newton, Camille	239	22	240	4	Sage Designations
Newton, Camille	240	7	240	20	Sage Designations
Newton, Camille	240	22	240	25	Sage Designations
Newton, Camille	241	13	241	17	Sage Designations
Newton, Camille	241	18	241	19	Sage Designations
Newton, Camille	242	16	242	24	Sage Designations
Newton, Camille	243	2	243	9	Sage Designations

Newton, Camille	243	13	243	20	Sage Designations
Newton, Camille	244	18	245	1	Sage Designations
Newton, Camille	247	8	247	9	Sage Designations
Newton, Camille	247	12	248	1	Sage Designations
Newton, Camille	248	4	248	13	Sage Designations
Newton, Camille	249	10	249	12	Sage Designations
Newton, Camille	249	15	249	16	Sage Designations
Newton, Camille	250	8	250	11	Sage Designations
Newton, Camille	250	14	250	15	Sage Designations
Newton, Camille	250	17	250	19	Sage Designations
Newton, Camille	254	17	254	20	Sage Designations
Newton, Camille	254	23	255	3	Sage Designations
Newton, Camille	255	5	255	14	Sage Designations
Newton, Camille	258	13	259	8	Sage Designations
Newton, Camille	259	14	259	18	Sage Designations
Newton, Camille	260	7	260	10	Sage Designations
Newton, Camille	260	11	260	15	Sage Designations
Newton, Camille	260	18	261	1	Sage Designations
Newton, Camille	261	4	261	7	Sage Designations
Newton, Camille	261	10	261	13	Sage Designations
Newton, Camille	261	15	261	16	Sage Designations
Newton, Camille	261	18	261	21	Sage Designations
Newton, Camille	262	10	262	11	Sage Designations
Newton, Camille	262	13	262	14	Sage Designations
Newton, Camille	265	14	265	17	Sage Designations
Newton, Camille	269	4	269	9	Sage Designations
Newton, Camille	269	10	269	11	Sage Designations
Newton, Camille	269	14	269	21	Sage Designations
Newton, Camille	270	16	270	18	Sage Designations
Newton, Camille	274	6	274	9	Sage Designations
Newton, Camille	275	20	276	2	Sage Designations
Newton, Camille	276	22	277	7	Sage Designations
Newton, Camille	278	11	278	13	Sage Designations
Newton, Camille	278	15	278	16	Sage Designations
Newton, Camille	279	7	279	11	Sage Designations
Newton, Camille	281	9	281	24	Sage Designations
Newton, Camille	281	25	282	7	Sage Designations
Newton, Camille	283	3	283	9	Sage Designations
Newton, Camille	283	19	283	20	Sage Designations
Newton, Camille	283	22	283	22	Sage Designations
Newton, Camille	285	10	285	15	Sage Designations
Newton, Camille	285	21	286	10	Sage Designations
Newton, Camille	286	15	286	20	Sage Designations
Newton, Camille	287	8	287	11	Sage Designations
Newton, Camille	287	15	288	1	Sage Designations
Newton, Camille	289	25	290	2	Sage Designations
Newton, Camille	290	4	290	5	Sage Designations

Newton, Camille	290	20	290	22	Sage Designations
Newton, Camille	290	25	291	1	Sage Designations
Newton, Camille	291	3	291	6	Sage Designations
Newton, Camille	293	19	293	20	Sage Designations
Newton, Camille	292	16	292	23	Sage Designations
Newton, Camille	293	24	294	1	Sage Designations
Newton, Camille	296	15	296	18	Sage Designations
Newton, Camille	297	20	297	24	Sage Designations
Newton, Camille	298	17	298	22	Sage Designations
Newton, Camille	298	24	299	6	Sage Designations
Newton, Camille	298	3	298	8	Sage Designations
Newton, Camille	10	14	10	18	Sage Designations
Newton, Camille	15	14	17	22	Sage Designations

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Sanchez, Ph.D., Robert A.	27	19	27	20		Sage Designations
Sanchez, Ph.D., Robert A.	30	3	30	3		Sage Designations
Sanchez, Ph.D., Robert A.	63	13	63	13		Sage Designations
Sanchez, Ph.D., Robert A.	81	23	81	25		Sage Designations
Sanchez, Ph.D., Robert A.	96	14	96	14		Sage Designations
Sanchez, Ph.D., Robert A.	103	12	103	14		Sage Designations

# **SCHEDULE E4b**

**Sage's Designation of Deposition Testimony of Jason Bobay**

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
7:3-9			
14:7-12			
14:22-15:25			
15:13-25			
16:2			
17:9-25	402, 403 (to 17:18-25)		
18:2-25	402, 403		
20:2-21:11			
21:21-25			
22:2-18			
23:24-25	V		
24:2-12			
25:16-24			
34:9-21			
34:24-25	402, 403, V		
35:2-3	402, 403, V		
76:10-16			
76:19-77:6			
80:9-12			
81:14-16	F		
81:19-25	F		
82:2-12	F		
82:21-23			
83:3-14			
84:25-85:5		84:11-24	
86:9-25		87:3-11	
87:2		87:3-11	
90:3-4		89:4-5; 89:9-90:1	
90:7-8			
91:22-24			
92:2-4		92:23-93:19	
92:20-22	F, V, 402, 403, H, 602		
94:5-8	F, V, 402, 403, H, 602		
94:12-25	F, V, 402, 403, H, 602		
95:2-25	F, V, 402, 403, H, 602		

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
96:2-25	F, V, 402, 403, H, 602		
97:2-10	F, V, 402, 403, H, 602		
100:17-25			
101:2-25			
102:2-11			
120:17-25			
121:2-9			
121:12-13			
128:16-25	V	124:5-25; 125:2-13; 125:17-126:2; 126:11-19; 126:22-24; 127:14-19; 127:23-25	
129:2-7			
129:10-12			
129:15-20			
130:2-4		130:5-8	
130:18-25			
131:11-19			
132:9-25			
133:2-25			
134:2-20	H	134:21-25	
135:2-10			
146:8-10			
147:3-6			
148:2-12			
148:24-25	F, 402, 403, H, 602	149:20-22; 149:25-150:8; 150:12-15; 151:20-151:18; 152:22	
152:23-153:3			
153:5-6			
154:19-25	F, H, A 402, 403	153:21-154:10	
155:2-25	F, H, A 402, 403		
156:2-6	F, H, A 402, 403		
160:19-22			
161:9-25			
162:2-14	F, V	162:15-24	
163:17-20			
164:18-22		164:4-17	

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
164:25	F, V, H, 403		
165:2-25	F, V, H, 403		
166:2	F, V, H, 403		
166:3-12	F, V, H, 403		
182:16-25	H, F		
183:2-25	H, F		
184:2-25	H, F		
185:2-5	H, F		

**Sage's Designation of Deposition Testimony of Brian Burn**

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
4:18-20			
4:21-5:1			
10:8-10			
10:11-16			
10:17-19			
10:20-23			
12:23-13:10	F		
14:13-21	F		
14:22-24			
21:6-10			
21:17-22			
23:7-9	F, 403	22:23-23:6	
23:10-13	F, 403		
32:18-33:2	402		
37:4-7		37:1-3	
38:11-13			
39:4-42:20			
45:21-24	402		
46:1-4	402		
46:9-12	402		
46:13-16	402, Duplicate		
46:17-19	402		
46:20-22	402		
46:23-47:1			
47:2-4			
47:8-10	402, 403		
50:21-51:1			
51:9-11			
51:12-18			
51:23			
52:11-17	402, 403		
53:13-24	402, 403		
54:1-23	402, 403, 611		
54:24-55:4	402, 403, 611		
55:7-10	402, 403, CS		
55:13-56:5	402, 403, 611		
56:14-18	402, 403		
56:20-22	402, 403		
57:17-24	402, 403		
58:1-4	402, 403		

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
58:15-18	402, 403, 602, CS		
59:1-14	402, 403, CS, V		
59:17-21	F, 402, 403, CS		
59:23-60:1	402, 403		
62:10-14	402, 403		
62:16-17	402, 403		
63:3-5	402, 403		
63:7-64:3	402, 403, 602	64:4-6	
64:7-15	402, 403		
64:16-18	402, 403		
64:20-21	402, 403		
64:20-22	402, 403		
65:5-10	402, 403, 602	65:11-13	
65:14-16	402, 403		
65:19-21	402, 403		
66:11-12	Incom, F, 402, 403		
66:16-17	402, 403		
66:19-21	402, 403		
66:24-67:1	402, 403		
69:1-12			
69:13-18			
69:24-70:15			
72:19-21	V		
72:24-73:1			
73:10-15			
73:20-74:7			
75:10-76:19	Error		
76:21-24	Incom	77:1-2	
77:3-4	402, 403		
77:7-10			
78:1-3	611		
78:6-9			
78:11-13			
79:11-12			
79:15			
79:17			
79:24-80:1			
80:3-5			
82:6-8	F, 402, 403		
82:12			
82:14-16	Incom, F, 402, 403	82:17-18	
82:23-24	402, 403		

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
83:1			
83:7-17	402, 403		
84:9-12			
84:13-15			
84:19-22			
85:6-11	F, 602		
85:14	F, 602		
85:17			
86:4-8			
86:12-17	F, 402, 403, 602		
86:20			
86:22-24	F, 402, 403, 602		
87:7-8			
88:1-6	F		
90:22-24	402, 403		
91:4-7			
91:9-11	402, 403		
91:15-92:3	402, 403		
92:6-7			
92:9	402, 403		
92:11-15	402, 403		
92:17-20			
93:5-12	402, 403	93:13-14	
93:15-17			
93:24-94:8	F, 602		
94:10-11			
94:19-21	F, 602	94:13-18	
95:1			
95:10-13	H, F, 402, 403		
95:16-17			
95:24-96:3			
96:20-23	H, F, 402, 403, 602	96:18-19	
97:2-3			
97:5-7	F, 402, 403		
97:10-13			
98:19-22			
98:24-100:5	F, 402, 403, 602	100:8-9	
100:10-15	F, 402, 403		
100:19-20	F, 402, 403		
100:22-23			
101:22-102:3	F, 602		
102:5-6			

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
102:19-23	611		
102:24-103:12			
103:13-16		103:17-18	
103:19-23			
104:10-13	CS, Incom, 402, 403	104:16-17	
104:19-22	611, CS		
105:1-4	611, CS		
105:6-7			
105:20-23			
106:1-9	CS		
106:11-107:13	402, 403, 602, 611		
107:14-24	402, 403, 611		
108:1-3	402, 403, 611		
111:1-5			
111:12-112:5	H, 402, 403, 602, 611		
112:6-19			
115:14-16			
116:23-117:6	602	117:17-20	
119:15-17			
119:19-21	Incom		
120:5-24	602, 611, V		
121:6-13	V		
121:15-18	V		
121:21-122:1			
122:3-11			
127:23-128:1	F, 611		
128:17-129:14	F		
130:8-15	F		
130:18-19			
134:17-135:13	F, 402, 403		
137:1-6	Incom, F, 402, 403		
138:20-139:9	F, 402, 403		
139:10-16			
139:20-140:4			
140:5-20			
141:2-16	COM, 611		
142:1-7			
142:14-23	611, CLC		
143:8-11			
151:22-152:4	F		

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
154:24-155:2			
155:4-7		155:8-9	
155:10-17			
155:20-24			
159:17-19			
159:21-160:5			
160:8-13			
160:22-162:2	402, 403, 611, CLC, CS		
162:5-8	402, 403		
162:10-17	402, 403, CLC, CS		
162:20-163:8	402, 403, CLC, CS		
163:11-21	402, 403, CLC, CS		
163:22-164:2	402, 403, CLC, CS		
164:4-17	402, 403, CLC, CS		
164:19-22	Error		
170:14-171:16	402, 403, 611, V		
171:18-23	V, COM		
172:1-3			
172:21-23			
173:1-11			
176:24-177:22	F		
177:23-178:1	CLC, CS		
178:3-6			
178:8-9	CLC, CS, V		
178:11-14			
178:16-17	Incom		
178:19-179:2	CLC, CS		
179:3-6	CLC, CS		
179:9-10			
187:12-14			
187:16-188:9	Error		
188:10-12			
188:14-191:2	611, 402, 403		
191:3-5			
191:7-11			
191:18-192:4	NAR, COM		
192:21-193:1			
194:22-195:9			
195:15-18			
196:2-4	V, CS		
196:6-7			

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
196:20-197:5	F, V, CS, CLC		
197:4-9			
198:5-7			
199:13-17	F, V, CS, CLC		
202:5-7			
202:9-12			
202:15-203:19	H, 402, 403, 602		
203:23-24	402, 403, 602, CS		
204:4-5			
204:7-12	602		
204:23-205:4	F, CS, 602		
205:8-14			
205:17-19			
205:20-206:1	Incom	206:2-4	
206:5-15	611		
211:11-14	402, 403		
211:15-21	402, 403		
211:23-212:1			
212:3-4			
212:18-23	F, 611		
213:3-10			
213:12-13			
218:21-219:15	F, CS		
220:11-22	F, CS		
221:4-7	403		
221:17-19	403		
222:9-24			
223:5-8	403		

**Sage's Designation of Deposition Testimony of Edward Callan**

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
7:12-16			
14:11-13	F		
15:5-9	F		
17:9-14			
20:1-14			
21:19-21			
26:12-17	F	25:23-26:11	
27:11-22			
28:24-29:11			
30:8-31:4			
32:1-5			
32:14-16			
32:18-34:15	Incom	32:17	
35:17-36:6			
37:19-38:18			
39:14-25	403		
40:25-42:11			
45:9-11			
46:15-47:11	402, 403		
48:1-3			
49:7-19			
57:16-58:2	402, 403		
59:9-12			
59:19-60:24			
61:23-62:3			
62:11-13			
62:17-63:2			
63:17-64:15	402, 403		
64:20-23			
65:8-11			
65:18-66:3			
66:9-15	402, 403		
67:25-68:5	402, 403		
68:21-25	Incom	68:20	
69:4-15			
73:12-16			
74:8-24	402, 403		
76:22-77:12	402, 403, 602		
79:8-20	F, 402, 403, 602		
80:3-82:3	402, 403, 602		

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
83:17-22	F		
84:6-21	402, 403, BSD		
86:20-23			
87:7-9			
88:2-9	Incom	88:10-13	
88:23-89:10			
91:20-92:13	402, 403		

**Sage's Designation of Deposition Testimony of Ruby Dy**

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
6:20-7:8			
17:16-18			
17:22-18:2			
18:9-10			
18:12-20			
20:9-11			
22:24-23:2			
28:6-8	402		
31:14-23			
34:8-20	Incom	34:21, 34:23-35:8	
34:10-13			
34:15-23			
36:20-22		36:12-19	
36:24-25			
37:3-11			
40:3-5			
40:7			
40:9-11			
40:13-17			
41:6-9			
41:20	Incom, 402		
43:18-23	402		
44:25-45:1			
45:3-8			
45:10-19			
45:22-23			
46:1-9			
47:13-14	F, NAR		

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
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52:25-53:5	402, 403		
53:20-23	402, 403		
55:8-12	402, 403		
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56:5	Incom, 402, 403		
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**Sage's Designation of Deposition Testimony of Joseph Forehand**

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
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<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
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23:12-13	F		
23:15-18	F, CS, 602, V		
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30:3-5	V		
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81:25-82:1			
82:3-5		82:7-9; 83:22-23	
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85:2-13	CS, F, V, ARG		
85:21-86:3	CS, V		
86:7-11	CS, V		
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<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
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**Sage's Designation of Deposition Testimony of Mark Harvie**

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
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8:16-24			
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9:7-12			
9:16-10:10			
10:23-12:10			
12:20-24			
13:3-8			
13:12-23			
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29:11-12			
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<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
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36:19-21	V, 403		
37:1-10	611, V, F, 403		
37:12-15	611, V, F, 403		
37:18-19	611, V, F, 403		
37:21-38:4	611, V, F, 403		
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50:12-52:1	NAR, V, 402, 403		
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54:1-2	611, V, 403		
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<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
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71:5-11	611, V, 403		
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**Sage's Designation of Deposition Testimony of Raymond Newton**

<b>Sage's Designated Testimony (Page/Line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
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33:17-33:25	403, F, Com, V		
34:2-34:5	403, F, Com, V		
35:19-35:20	V		
35:22-36:3	V		
36:10-36:18			
37:12-38:6			
38:8-38:14	V		
38:17-38:23	V		

<b>Sage's Designated Testimony (Page/Line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
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44:25–45:2	V		
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47:15–47:17	V		
47:19–47:22			
48:5–48:8	V		
48:11–48:14	V		
48:16–48:16			
48:18–49:1			
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49:8–49:10			
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<b>Sage's Designated Testimony (Page/Line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
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107:11–108:25	402		
109:6–109:16			
110:1–110:10			
111:3–111:11			
112:22–112:25	H		
113:2–113:5			
115:23–116:1	F, H, 602		
117:5–117:7			
117:18–117:22	V, F		
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118:15–118:19	V		
118:21–118:25	V, 402, 403		
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120:16–120:22	V		
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121:2–121:4	V		
121:7–121:9	V		
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125:11–126:3	402		
126:6–126:8			
126:10–126:13	CS, 402, 602		
127:23–127:25	402, 602		
128:3–128:4			
128:8–128:10	402, 602		
128:13–129:3			
129:5–129:12	V		
129:14–129:15			
129:17–129:19			
132:13–133:2	F		
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133:19–133:23	CLC, Exp, V		
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<b>Sage's Designated Testimony (Page/Line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
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136:10–136:25	402, 403		
139:12–139:20	F		
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141:12–142:5	V, Com		
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144:2–144:7			
144:9–144:10	V, CLC, Exp		
144:12–145:10	CLC, Exp		
145:22–145:24	V, 402, 403		
146:3–146:6	V		
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156:16–156:25	V, CLC, Exp		
157:3–157:4	V, CLC, Exp		
157:7–157:9	Incom	157:10-12	
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160:12–160:16	ARG, CLC, Exp		
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<b>Sage's Designated Testimony (Page/Line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
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170:3-170:11	V		
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171:9-171:16	402, 403, F, H		
171:19-171:25	402, 403, F, H		
172:2-172:6	402, 403, F, H		
172:9-173:10	ARG, V, 402, 403		
173:12-173:20	402, 403, ARG		
174:13-174:15	402, 403		
174:18-174:19	402, 403		
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176:21-176:24	402, 403, H		
177:2-177:4	402, 403, H	177:6-8, 177:11-17, 177:19-178:1	
179:1-179:11			
179:13-179:14	402, 403, F		
179:17-179:22	402, 403, F		
180:20-181:4	402, 403, H		
181:13-181:15	402, 403, F, H		
181:18-181:19	402, 403, F, H		
182:2-182:5	402, 403, F		
182:8-182:9	402, 403, F, V		
182:12-182:13			
182:15-182:18	402, 403, F		
182:21-182:25	402, 403, F		
183:4-183:13	402, 403, F, V		
185:1-185:9	402, 403, F		
185:12-185:12			
186:12-186:20	V, ARG		
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187:2-187:3	V, ARG, 402, 403		
187:6-187:10			
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188:17-188:18	V		
188:20-189:5	Com, V		
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190:5-190:6	V		
190:8-190:9			
191:4-191:7	402, 403, F		

<b>Sage's Designated Testimony (Page/Line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
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192:3–192:6	402, 403, F		
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193:19–193:19	402, 403, F, H		
193:21–193:25	402, 403, F		
194:3–194:3	402, 403, F		
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194:15–194:19	402, 403, V		
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199:6–199:9			
199:12–199:19	V		
199:23–199:25	F		
200:2–200:4	F		
200:7–200:11	F, V		
200:14–200:21	F		
201:15–201:18	F, H		
201:21–201:25	F		
202:3–202:3			
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202:22–202:23	F		
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203:11–203:13	402, 403, F, V		
203:16–203:23	V, CS, 402, 403		
204:1–204:1			
204:3–204:5	V, CS		
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204:9–204:11	F, V, 402, 403		
204:14–204:17	F, V, 402, 403		

<b>Sage's Designated Testimony (Page/Line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
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205:7–205:8			
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205:14–205:20			
208:3–208:10	V		
208:12–208:13	V		
209:11–209:12	402, 403, F		
205:15–209:20	402, 403, F, H		
209:22–210:1			
210:22–210:23	402, 403, H		
211:1–211:6	402, 403, H		
211:9			
212:23–213:4	F, 402, 403		
213:7			
213:17–213:18	V, 402, 403		
213:21–213:25	V, 402, 403		
214:3–214:4	402, 403		
214:15–214:16	402, 403		
214:19–214:22	402, 403, V		
214:25–215:1	402, 403		
215:15–215:17	F, ARG, V, 402, 403		
215:20–215:25	402, 403		
218:5–218:7	CS, 402, 403, V, H		
218:10–218:10	H		
218:12–218:15	CS, 402, 403, V, H		
218:17–218:23	402, 403, H		
219:1–219:6	402, 403, H		
219:19–219:20	402, 403, V		
219:23–219:24			
220:2–220:3	402, 403, V		
220:5–220:10	402, 403, V		
220:12–220:13			
220:17–220:18	402, 403, V		
220:21–220:23			
222:14–222:17	402, 403		
222:21–222:22	402, 403		
224:21–224:25			
225:11–225:14	F		

<b>Sage's Designated Testimony (Page/Line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
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229:1–229:3	F		
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236:25–236:25			
238:2–238:11	V		
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240:8–240:9	ARG, 402, 403, F		
240:12–241:1	V, 402, 403, 602		
241:4–241:8	602		
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241:25–242:8	V, H, 402, 403, Priv		
242:11–242:24	V, H, 402, 403, CS		
243:2–243:9			
244:19–245:17	H, 402, 403, 602	244:5-14	
246:15–246:20	402, 403, V		
246:23–247:13	402, 403, H		
248:8–248:12	H		
248:15–248:19	H		
251:4–251:11	402, 403, H		
251:16–252:2	402, 403, H		
252:6–252:7	F, 402, 403		
252:10–252:14	402, 403, F		
252:17–252:19	402, 403, F, H		
254:1–254:3	402, 403		
254:6–254:10	402, 403		
254:13–254:13	402, 403		
256:23–257:3	402, 403, F		
257:13–257:19	402, 403		
258:22–258:25	402, 403, F		
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259:19–260:24	402, 403		
261:3–261:5	F		
262:7–262:25	402, 403		
263:19–263:22	402, 403		
264:8–264:24	V, 402, 403		
265:1–265:2	402, 403		
265:9–265:15	V, F		
265:18–265:19			
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<b>Sage's Designated Testimony (Page/Line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
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**Sage's Designation of Deposition Testimony of Robert Sanchez**

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
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16:23–16:24			
17:2–17:5			
21:4–21:8	F, V		
21:12–21:14	F, V		
21:21–21:23			
22:3–22:5			
22:16–22:18			
22:23–23:13	V, F		
23:16–23:17	F		
23:19–24:9			
25:14–25:16	V, 402		
25:18–25:19	402		
26:2–26:7	F		
26:10–26:11			
26:24–27:5			
27:19–27:20	V		
27:22–27:25	V		
28:2–28:5	V		
28:7–28:11	V		
28:13–28:18	V		
30:3–30:5	H, F		
30:8–30:8			
35:23–35:24	H, F		
36:2–36:2			
36:15–36:17	C, V, H, F		
36:21–36:24	V, C, F		
37:2–37:8	H, F		
37:11–37:16	H, F		
37:20–37:22	H, F, 402, 403		
37:25–38:3	V, 402, 403		
38:5–38:5	402, 403		
39:2–39:12	V, H		

39:16–39:19	V		
40:2–40:9	V		
40:15–40:16	V, CLC, Exp		
40:18–41:13			
41:17–41:19	V, CLC, Exp.		
41:22–42:10			
42:18–42:21			
43:22–44:1	V		
44:3–44:11	V		
44:13–44:13			
45:1–45:7			
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108:5–108:5			
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**Sage's Designation of Deposition Testimony of Gregory Mann**

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
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20:22-21:8			
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22:5-23:8			
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77:1-77:14	F		
78:2-78:8			
79:15-80:4	F		
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185:13–186:3	F, 602, H		
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189:8–189:24	F, H		
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198:5–198:17	F, 602, H, 402, 403		
199:12–200:9	F, 602, H, 402, 403, CS		
200:13–201:15	F, 602, H, 402, 403, CS		
201:20–203:13	F, 602, H, 402, 403, CS		
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233:11–233:16			
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238:20–238:24	F, H, 602		
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**Sage's Designation of Deposition Testimony of Laura Shaw**

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
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15:23-16:22	402, 403, 602, CS		
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20:16-21:2	H, 402, 403, 602		
21:15-21:16	H, 402, 403		
21:19-21:19	H, 402, 403		
23:19-23:21	H, 402, 403, 602		
24:3-24:21			
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25:2-25:4	H, 402, 403, 602, CS		
25:7-25:7			
25:10-25:22	H, 402, 403, 602, CS		
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30:23-30:25	402, 403, 602, CS	31:1-8	
31:17-31:18	H, 402, 403, 602, CS		
31:21-32:1	H, 402, 403, 602, CS		
32:3-32:5			
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33:1-33:6	H, 402, 403, 602, CS		
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34:7-34:8	H, 402, 403, 602, CS		

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
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35:13-35:14	H, 402, 403, 602, CS		
35:17-35:22	H, 402, 403, 602, CS		
35:24-36:1	H, 402, 403, 602, CS		
36:17-36:18	H, 402, 403, 602, CS		
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37:17-37:25	H, 402, 403, 602, CS		
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39:14-39:18	H, 402, 403, 602, CS		
39:20-39:25	H, 402, 403, 602, CS		
40:1-40:6	H, 402, 403, 602, CS		
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40:11-40:16	H, 402, 403, 602, CS	40:17-41:4	
41:5-41:8	H, 402, 403, 602, CS		
41:10-41:10	H, 402, 403, 602, CS		
41:12-41:14	H, 402, 403, 602, CS		
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41:24-42:14	H, 402, 403, 602, CS		
42:17-42:17	602, CS		
42:22-42:25			
43:12-43:13	H, 402, 403, 602, CS		
43:16-44:12	H, 402, 403, 602, CS		
44:15-44:15			
44:17-44:18			
44:21-44:21			
44:23-44:23			
45:1-45:22	H, 402, 403, 602, CS		
46:7-46:8			
46:11-46:23	H, 402, 403, 602, CS		
46:25-47:7	H, 402, 403, 602, CS		
47:11-47:11	H, 402, 403, 602, CS		
47:14-47:17	H, 402, 403, 602, CS		
47:19-47:22	H, 402, 403, 602, CS		
47:24-47:24			
48:2-48:4	H, 402, 403, 602, CS		
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<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
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49:8-49:13	H, 402, 403, 602, CS		
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**Sage's Designation of Deposition Testimony of Marcus Simon**

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
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22:21-22:22			
23:3-23:5			
23:9-23:17			
24:3-24:12	H, 402, 403, 602, CS		
25:14-25:23		25:24-26:19	
26:25-27:5			
28:12-28:15	H, 402, 403, 602, CS		
28:17-30:11	H, 402, 403, 602, CS		
31:14-32:17	H, 402, 403, 602, CS		
33:2-33:24			
34:22-35:3	402, 403, 602, CS, V, F		
35:21-36:6	402, 403, 602, CS, V, F		
37:4-37:8	402, 403, 602, CS, V, F		

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
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39:17-40:9	402, 403, 602, CS, V, F		
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65:13-66:2			
66:17-67:2	402, 403, 602, CS, V, F		
67:8-67:18	INCOM	67:7	
69:4-69:18	402, 403, 602, CS, V, F		
69:22-70:1	402, 403, 602, CS, V, F		
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73:13-73:22	402, 403, 602, CS, V, F, INCOM	73:11-12	
73:25-74:12	402, 403, 602, CS, V, F		
74:17-75:4			
77:3-77:7	402, 403, 602, CS, V, F		
78:3-78:17	402, 403, 602, CS, V, F		
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79:2-79:16	402, 403, 602, CS, V, F	79:17-20	
80:24-81:8	402, 403, 602, CS, V, F		
81:16-81:22	402, 403, 602, CS, V, F		
82:3-82:25	402, 403, 602, CS, V, F, INCOM	83:1	
83:2-84:3			
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85:14-85:24	402, 403, 602, CS, V, F		
86:16-88:20	402, 403, 602, CS, V, F		
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<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
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92:25-94:4	402, 403, 602, CS, V, F		
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94:22-94:25	402, 403, 602, CS, V, F		
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97:17-97:21	402, 403, 602, CS, V, F		
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109:14-110:1			
110:11-112:16	402, 403, 602, CS, V, F		
114:20-114:23		114:24	
115:7-117:3	402, 403, 602, CS, V, F		
118:12-118:20	402, 403, 602, CS, V, F	118:5-11	
119:5-120:25	402, 403, 602, CS, V, F		
121:4-121:4			
121:5-122:11	402, 403, 602, CS, V, F		
123:1-123:25			
124:19-124:25		124:14-18	
125:9-126:2	402, 403, 602, CS, V, F		
127:10-127:21			
128:7-128:15	402, 403, 602, CS, V		
130:24-131:8	402, 403, 602, CS, V,	130:23	
131:16-132:25	402, 403, 602, CS, V, F		
133:5-134:19	402, 403, 602, CS, V, F		
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135:22-136:1	402, 403, 602, CS, V, F		
136:9-136:17	402, 403, 602, CS, V, F		
137:1-138:11	402, 403, 602, CS, V, F		
139:2-139:6			
139:21-140:1			
142:13-142:20	402, 403, 602, CS, V, F		
143:4-143:11	402, 403, 602, CS, V, F		
144:1-144:15	402, 403, 602, CS, V, F		
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**Sage's Designation of Deposition Testimony of Paul Zani**

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter-Designations</b>	<b>Sage's Objection(s)</b>
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21:2-21:8	H, 402, 403		
21:14-22:6	H, 402, 403		
22:21-24:24	H, 402, 403		
25:4-27:10	H, 402, 403		
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<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
165:22-166:18	402, 403		
166:21-22	402, 403		
167:7-10	402, 403		
167:13-14	402, 403		
167:16	402, 403		
167:17-24	402, 403		
168:2-7	402, 403		
170:7-12	402, 403		
170:15-171:5	402, 403, F, H		
171:17-19	402, 403, F, H		
172:4-8	402, 403, F, H		
172:11-14	402, 403, F, H		
172:17-173:1	402, 403, F, H		
173:8-11	402, 403		
173:14-17		173:12-13	
173:20-24			
174:4-6	Incom, H		
174:22-175:10	V, 403	175:13-14, 175:16-18, 175:21-176:1	
177:24-25	Incom, H		
178:15-22	402, 403, V	176:7-10, 176:12-17	
178:24-25	402, 403, V		
179:10-12	402, 403, V		
179:14-15	402, 403, V		
180:12-181:14	402, 403, V		
182:11-23	402, 403, F, H		
183:25-184:18	402, 403, F, H		
184:22-25	402, 403, F, H		
185:24-186:12	402, 403	186:16-19, 186:23-187:3	
188:9-11			
188:13-189:3		189:4-6, 189:14-15, 189:17-18	
190:5-13			
190:14-16			
190:19-20			
192:14-21	402, 403		
192:23-14	402, 403		
193:14			
194:5-7	402, 403, F, H		
194:10-14	402, 403, F, H	194:16-18, 194:21-195:6	

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
195:8-24	402, 403, F, H		
196:1-7	402, 403		
196:9-10	402, 403		
196:12-197:3	402, 403, F, H		
197:20-198:1	402, 403, F, H		
198:9-14	402, 403, F, H		
200:12-201:2			
201:10-25			
202:3-13	402, 403, V		
202:16-18	402, 403, V	203:10-12, 203:14-19	
203:25-204:3			
205:21-206:7	402, 403, V	209:21-23	
206:9-19	402, 403, V	209:21-23	
207:8-20	402, 403, V	209:21-23	
207:22-208:5	402, 403, V, H	207:21, 209:21-23	
208:9-19	402, 403, V	209:21-23	
208:25-209:4	402, 403, V	209:5-11	
211:3-7			
212:9-12			
212:19-213:20	402, 403		
213:22-214:5	402, 403, V, F		
214:7-13	402, 403, V, F		
214:15-16	402, 403, V, F		
215:2-3	402, 403, V		
215:8-12	402, 403, V		
215:22-216:4	402, 403, V		
216:6	402, 403, V		
216:8-10	402, 403, V		
216:16-19	402, 403, V		
216:21-217:8	402, 403, V		
217:10	402, 403, V		
217:18-21	402, 403, V		
217:24-218:11	402, 403, V		
218:13-18	402, 403, V		
218:20-24	402, 403, V, Incom, F, H		
219:19-220:15	402, 403, F, H, 602		
220:18-25	402, 403, F, H, 602		
221:2-222:10			
222:22-25			
223:2-3			
224:16-22	402, 403		

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
224:25-225:6	402, 403		
225:8-16	402, 403, F, H		
225:25-226:3	402, 403, F, H		
226:5-6	402, 403, F, H		
226:9-14	402, 403, F, H		
226:17-23	402, 403, F, H		
227:1-8	402, 403, F, H		
227:11-13	402, 403, F, H		
227:24-228:2	402, 403		
228:5-6	402, 403		
228:23-25	402, 403		
229:3-7	402, 403	229:9-23	
229:24-230:1			
230:24-231:2	402, 403, F, H		
231:12-23	402, 403, F, H		
233:10-12			
233:21-224:8	402, 403		
234:22-23	402, 403, F, H		
235:16-18	402, 403		
236:17-23	402, 403, H		
236:25	402, 403, H	237:2, 237:8-238:9	
239:8-10	402, 403, H	238:11-15, 238:17- 239:6	
239:13-17	402, 403, H		
239:19-240:4	402, 403, H, F		
240:7-20	402, 403, H, F		
240:22-25	402, 403, H, F		
241:13-19		241:20-242:15	
242:16-24	H		
243:2-9			
243:13-20	Incom	243:23-244:1	
244:18-245:1	Incom	245:3-5	
247:8-9	402, 403, H		
247:12-248:1	402, 403, H		
248:4-13	402, 403, H		
249:10-12			
249:15-16			
250:8-11			
250:14-15			
250:17-19			
254:17-20			
254:23-255:3			

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
255:5-14		255:15-17, 255:19- 256:8	
258:13-259:8	Incom	259:10-13	
259:14-18	H		
260:7-15			
260:18-261:1			
261:4-7			
261:10-13			
261:15-16			
261:18-21			
262:10-11	402, 403, F		
262:13-14	402, 403, F		
265:14-17	402, 403		
269:4-11	402, 403, 602		
269:14-21	402, 403, 602	269:22-270:15	
270:16-18			
274:6-9	402, 403		
275:20-276:2			
276:22-277:7			
278:11-13			
278:15-16			
279:7-11		279:12-28:7, 280:14- 19	
281:9-282:7		282:8-17	
283:3-9			
283:19-20			
283:22			
285:10-15			
285:21-286:10			
286:15-20			
287:8-11			
287:15-288:1	402, 403		
289:25-290:2			
290:4-5		290:7-8, 290:11, 290:14-19	
290:20-22			
290:25-291:1			
291:3-6			
292:16-23	402, 403, F, 602		
293:19-20	402, 403, F, 602		
293:24-294:1	402, 403, F, 602	294:3-14	

<b>Sage's Designated Testimony (Page/line)</b>	<b>PureWick's Objection(s)</b>	<b>PureWick's Counter- Designations</b>	<b>Sage's Objection(s)</b>
296:15-18	402, 403, Incom, H, F		
297:20-24	402, 403		
298:3-8	402, 403	298:9-16	
298:17-22	402, 403		
298:24-299:6	402, 403		

# **SCHEDULE E4c**

**Sage's Objections to PureWick's Counter Designations**

<b><u>Number</u></b>	<b><u>Objection</u></b>
1	Irrelevant
2	Lacks foundation / lacks personal knowledge
3	Calls for Speculation
4	Hearsay
5	Vague and Ambiguous
6	Asked and Answered
7	Argumentative
8	Hypothetical
9	Privilege
10	Leading
11	Compound
12	Mischaracterization
13	Best Evidence
14	Calls for Legal Conclusion
15	Assumes facts not in evidence
16	Non-responsive
17	Rule 403
18	Outside scope of 30(b)(6)
19	Not testimony / Not responding to a question
20	Opinion / Expert opinion testimony by non-expert / Rule 701
21	Rule 702
22	Calls for a narrative
23	Object to the extent misuses PrimaFit 2.0 testimony outside the scope of NIA
508	Relates to 508 patent / stayed portion of case
MIL1 / MIL2	Objectionable as set forth in Stryker Motion in Limine Nos. 1 or 2
CONT	Testimony relates to contingent designations including designations subject to outstanding motions
DAUB-_____	Addresses issues raised in Stryker's <i>Daubert</i> motion and motion to strike Collins, Jezzi, or Leonard
Outside Scope	Outside scope of designation

Sage notes that counter-designations and counter-counter designations for the designated witnesses may be contingent upon how the Court rules on objections and other outstanding motions. Stryker preserves its objections regarding contingent designations and counter designations as well as counter-counter designations related to such contingent designations. Sage reserves all its rights relating to *Daubert* motions, summary judgment motions, and motions in limine. Sage further objects to any designations relating to the PrimaFit 2.0 to the extent that they do not relate to any allegation that PrimaFit 2.0 is a non-infringing alternative including any testimony by Dan Ulrich on that topic. All designations, counter-designations, counter-counter designations are subject to witness erratas.

Moreover, given the Court's ruling on the motion to stay, Sage objects to any designations to the extent they relate to the 508 patent and do not implicate issues at issue with the other three patents-in-suit. This includes damages-related designations with regard to any pre-suit damages. As previously explained, prior designations and counter-designations were prepared before the Patent Trial and Appeal Board issued its Final Written Decisions of the PTAB and any such counter-designations by Sage should be understood to be contingent.

Jason Bobay <sup>1</sup>		
PureWick Counter Designations	Sage's Objections(s)	Ruling
84:11-24		
87:3-11	1, 3, 17	
89:4-5;		
89:9-90:1	1, 3, 17	
92:23-93:19		

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<sup>1</sup> Sage incorporates its prior objections to Mr. Bobay's testimony to the extent also cited here.

Jason Bobay <sup>1</sup>		
PureWick Counter Designations	Sage's Objections(s)	Ruling
124:5-25;	1, 17, Outside	
125:2-13;	1, 17, Outside	
125:17-126:2;	1, 17, Outside	
126:11-24	1, 17, 508, Outside	
127:14-25	1, 5, 15, 17, 508, Outside	
130:5-8		
134:21-25		
149:20-150:2	1, 2, 3, 17	
150:3-150:15	1, 2, 3, 17	
151:20-151:6	1, 2, 3, 4, 17	
152:7-22	1, 2, 3, 17	
153:21-154:10	1, 2, 3, 4, 17	
162:15-24		
164:4-17		

Brian Burn		
PureWick Counter Designations	Sage's Objections(s)	Ruling
22:23-23:6		
37:1-37:3		
64:4-64:6	1, 17	
65:11-65:13	1, 17	
77:1-77:2		
82:17-82:18	19, incomplete	
93:13-93:14		
94:13-94:18	1, 17	
96:18-96:19	1, 17	
100:8-100:9	1, 17	

Brian Burn		
PureWick Counter Designations	Sage's Objections(s)	Ruling
103:17-103:18		
104:16-104:17		
117:17-117:20	1, 17	
155:8-155:9	1, 17	
206:2-206:4	1, 17	

Edward Callan		
PureWick Counter Designations	Sage's Objections(s)	Ruling
25:23-26:11		
32:17		
68:20		
88:10-13		

Ruby Dy		
PureWick Counter Designations	Sage's Objections(s)	Ruling
34:21,		
34:23-35:8		
36:12-19		
49:4-6		
56:22		

Joseph Forehand		
PureWick Counter Designations	Sage's Objections(s)	Ruling
16:20-17:7	1, 17	
29:14-30:2		
30:20-31:17	1, 17	
80:10-12		
81:9-19	1, 17	
82:7-9;	1, 17	
83:22-23	1, 17	
92:18-21		
158:24-159:6	1, 2, 17	

John Gohde		
PureWick Counter Designations	Sage's Objections(s)	Ruling
9:22-2		
36:1-2		
36:12-16, 20	1, 2, 17	
36:22-37:2	1, 2, 17	
42:3-6		
45:13-23	1, 2, 17, Objection included	
47:20-22		
48:14-23		
48:24-49:2	1, 2, 17, Outside	
49:3-12	1, 2, 3, 17, Outside	
51:18-52:2		
63:2-13		
105:6-11	1, 3, 17	

John Gohde		
PureWick Counter Designations	Sage's Objections(s)	Ruling
122:23-123:18	1, 2, 17, Outside	
181:7-11		
182:19-183:7	2, 4, Outside	
183:8-21	2, Outside	
190:23-191:3		
196:6-12		
208:3-9		

Mark Harvie <sup>2</sup>		
PureWick Counter Designations	Sage's Objections(s)	Ruling
46:13-14, 46:18-19	1, 17, 508	
55:1-3, 6-13	508	
57:2		
70:19-21, 24:1		
75:5-9		
75:10-16		
75:17-20		
75:21-76:1	1, 2, 3, 5, 6, 11, 12, 17, 508, Outside	

Gregory Mann		
PureWick Counter Designations	Sage's Objections(s)	Ruling
8:20-23		

<sup>2</sup> Sage objects to any counter designations to the extent that they solely relate to aspects of the case stayed with regard to the 508 patent.

Gregory Mann		
PureWick Counter Designations	Sage's Objections(s)	Ruling
9:22-24		
30:22-24	1, 17	
34:22-35:2	1, 2, 17, Outside	
37:11-18	1, 17	
52:7-8		
88:20-23		
138:6-9	1, 17	
152:16-24		
153:2-18	1, 2, 20, Outside Scope	
156:2-6		
162:3-5		
225:1-12	1, 2, 17, Outside Scope	
246:24		
249:8-16	1, 2, 17, Outside Scope	
250:1-3		
250:4-8	1, 17, Outside	

Camille Newton		
PureWick Counter Designations	Sage's Objections(s)	Ruling
19:15-17	incomplete	
23:13-24:8		
31:4		
36:1-12	1, 17, 508	
51:9-12		
56:8-9, 56:12, 56:14-17		
66:6		

Camille Newton		
PureWick Counter Designations	Sage's Objections(s)	Ruling
67:22-68:4		
81:25-82:4	1, 17, 508	
85:4-9, 85:11-13, 86:15-18	1, 17, 508	
89:10-12, 89:15-17	1, 17, 508	
93:2, 93:5-13,	1, 17, 508	
93:16-18, 93:23-94:13	1, 2, 3, 508, incomplete	
99:11		
100:5		
104:5-6		
106:17-21		
107:4-12		
114:20-21, 114:24-115:4, 115:7-10	1, 17, outside	
117:16-19, 117:22-118:1, 118:3-5, 118:9-18,	1, 17, outside	
118:22-24, 119:2-8	1, 17, outside	
128:2-14		
138:5-19	1, 17	
144:8-20, 145:2-7	1, 17	
147:3-14	1, 17	
148:22-149:7	1, 17	
173:12-13		
175:13-14,		
175:16-176:1	1, 2, 3, 17	
176:7-10, 176:12-17		
186:16-19, 186:23-187:3	1, 2, 3, 17	
189:4-6,	1, 2, 3, 17	
189:14-15, 189:17-18	1, 2, 3, 17	
194:16-18, 194:21-195:6	1, 2, 3, 16, 17	
203:10-12, 203:14-19	1, 2, 3, 17	
207:21,		

Camille Newton		
PureWick Counter Designations	Sage's Objections(s)	Ruling
209:5-11	1, 13, 17	
209:21-23	1, 12, 17, inconsistent with interrogatory	
229:9-23	1, 16, 17	
237:2, 237:8-238:9	1, 4, 16, 17	
238:11-15, 238:17-239:6	1, 16, 17	
241:20-242:15	1, 16, 17	
243:23-244:1	1, 16, 17, 19	
245:3-5	1, 16, 17, 19	
255:15-17, 255:19-256:8	4, 16	
259:10-13	1, 16, 17, 19	
269:22-270:15	1, 16, 17	
279:12-28:7, 280:14-19	1, 17	
282:8-17		
290:7-8, 290:11, 290:14-19	1, 2, 3, 17	
294:3-14		
298:9-16	1, 2, 3, 16, 17	

Ray Newton		
PureWick Counter Designations	Sage's Objections(s)	Ruling
45:12-21		
56:22-57:3	1, 17	
72:1-2,		
72:8-25	1, 17, 19, incomplete	
77:5-11	1, 17	
77:17-18	1, 17	
85:9-11, 85:14-20	1, 17	
85:21		

Ray Newton		
PureWick Counter Designations	Sage's Objections(s)	Ruling
147:1-4		
157:10-12		
161:2-7, 161:12-16	2	
177:6-8, 177:11-17, 177:19-178:1		
187:12-13	1, 17	
193:6-7	1, 17	
195:1-2	1, 17	
197:20-21,	1, 17	
198:14-17, 198:19-199:1, 199:3-5	1, 17	
241:17-19		
244:5-14		
259:12-15	1, 17	

Robert Sanchez		
PureWick Counter Designations	Sage's Objections(s)	Ruling
47:7-11, 47:14-16	508	
59:8-12	508	
62:13-14		
132:2		
150:13-151:8	508	
151:9-25	1, 3, 14, 17, 508	
152:1-11	1, 3, 14, 17, 508	
152:12-153:3	508	
153:7-24		
154:1-9,		
154:11-19		
154:21-25, 155:1-14	1, 3, 17, Outside	

Robert Sanchez		
PureWick Counter Designations	Sage's Objections(s)	Ruling
155:15-16, 155:18-156:1	1, 2, 17, Outside	

Laura Shaw		
PureWick Counter Designations	Sage's Objections(s)	Ruling
13:24-14:1		
17:10-11	19, incomplete	
29:25-30:3	19, incomplete	
31:1-8	Includes objection	
40:17-41:4		

Marcus Simon		
PureWick Counter Designations	Sage's Objections(s)	Ruling
7:1-3		
16:23-25		
19:8-9		
20:19-21	1, 2, 17	
25:24-26:19		
51:1		
51:22-25		
67:7		
72:10-14		
73:11-12		
79:17-20		
83:1		
89:4-7	1, 17, 19	

Marcus Simon		
PureWick Counter Designations	Sage's Objections(s)	Ruling
92:12		
94:5		
114:24		
118:5-11	1, 17, Outside	
124:14-18		
130:23		
144:16-19	1, 2, 19, 17, objection included	
144:20-24		

Paul Zani		
PureWick Counter Designations	Sage's Objections(s)	Ruling
16:7-20		
29:7		
30:13-31:21		
36:6-8		
36:19-36:19		
38:20-39:3	1, 17	
48:3-49:2	1, 3, 17	
50:16-50:17		
58:18-59:9		
65:6-65:13		
75:10-75:15	1, 3, 17	
80:6-80:9		
82:10-82:12		
98:15-98:15		
99:12-99:15		
101:8-101:24	1, 4, 5, 16, 17	

Paul Zani		
PureWick Counter Designations	Sage's Objections(s)	Ruling
108:25-108:25		
113:11-113:13	1, 3, 17	
131:21-132:6		
143:1-143:1		
148:17-148:17	1, 17	
149:5-149:9		
154:20-154:25	1, 17	
158:3-158:5	1, 17	
182:1-182:4	1, 3, 17	
182:5-182:13		
182:14-182:22	1, 17	
182:23-183:1	1, 17	
183:6-183:10	[remove objection]	
188:7-188:13		
191:1-191:6	1, 17, incomplete	
202:4-202:4		
219:1-219:9		
225:2-225:7	1, 2, 3, 4, 17	
232:1-232:4	1, 17	
232:10-232:12		
245:12-245:13		

# **SCHEDULE E4d**

Transcript	PgFrom	LnFrom	PgTo	LnTo	Notes	Issues
Burn, Brian	103	24	104	6		Sage Counter-Counter
Burn, Brian	117	21	118	5		Sage Counter-Counter
Gohde, John C	49	13	49	15		Sage Counter-Counter
Mann, Gregory J.	35	2	35	7	contingent	Sage Counter-Counter
Mann, Gregory J.	35	22	36	7	contingent	Sage Counter-Counter
Mann, Gregory J.	52	3	52	4		Sage Counter-Counter
Newton, M.D., Camille	19	18	20	6		Sage Counter-Counter
Newton, M.D., Camille	96	18	96	21		Sage Counter-Counter
Newton, M.D., Camille	96	23	96	24		Sage Counter-Counter
Newton, M.D., Camille	97	9	97	10		Sage Counter-Counter
Newton, M.D., Camille	97	12	97	12		Sage Counter-Counter
Newton, M.D., Camille	144	6	144	7		Sage Counter-Counter
Newton, M.D., Camille	210	20	211	2		Sage Counter-Counter
Sanchez, Ph.D., Robert A.	156	8	156	13		Sage Counter-Counter
Simon, Marcus S.	52	1	52	11		Sage Counter-Counter
Simon, Marcus S.	117	4	117	10	contingent	Sage Counter-Counter
Simon, Marcus S.	117	19	118	4	contingent	Sage Counter-Counter
Zani, Paul	132	7	132	9		Sage Counter-Counter
Zani, Paul	132	12	132	13		Sage Counter-Counter
Zani, Paul	183	11	183	16		Sage Counter-Counter
Zani, Paul	190	22	190	25		Sage Counter-Counter

# **SCHEDULE F1**

**PUREWICK MOTION *IN LIMINE* NO. 1 TO PRECLUDE EVIDENCE OR ARGUMENT THAT SAGE HAS PATENTS COVERING ITS PRODUCTS**

PureWick seeks an order precluding Sage from introducing evidence or argument that Sage has its own patents relating to the accused products. Whether Sage has patents relating to the accused products is not relevant to any issue being tried in this action. If Sage owns any patents in the relevant field, that is irrelevant to whether Sage's products infringe PureWick's patents. And Sage is not asserting that any Sage patent is prior art to the asserted claims. It is hard to see any probative value in allowing Sage to adduce evidence of any such patents and, of course, there is a high likelihood that arguments based on the existence of any such patents could mislead the jury into thinking they are relevant to issues such as infringement.

Sage's expert reports, discovery responses and exhibit list make clear that Sage plans to argue at trial that it holds patents covering its accused products. For example, Sage's interrogatory response concerning its purported lack of willful infringement includes the gratuitous, unsubstantiated, and totally irrelevant statement that "[t]he PrimaFit® product has been awarded several patents for its innovative design including Patent Nos. 10,857,025 and D882,768 as well as pending applications." Sage's non-infringement expert, Donald Sheldon, also gratuitously states that "[t]he Patent Office issued to Sage a number of patents related to the PrimaFit product," and that U.S. Design Pat. No. D882,768 is "directed to the novel design of the PrimaFit product as evidenced by Claim 1." And Sage's damages expert, Vincent Thomas, states in his report that "I understand that Sage has at least two U.S. patents that cover its PrimaFit products."

The repeated inclusion of these conclusory assertions strongly indicates that Sage will try to convince the jury that it has its own patents covering its products and that is somehow relevant to the issues the jury needs to address. But whether Sage owns any such patents, and whether they

in fact cover any Sage product, is irrelevant to the issues. The existence of Sage's own patents does not bear on the questions of whether Sage infringes PureWick's patents, whether that infringement was willful, whether the asserted patents are valid, or the amount of damages owed by Sage.<sup>1</sup> See, e.g., *Bio-Technology General Corp. v. Genetech, Inc.*, 80 F.3d 1553, 1559 (Fed. Cir. 1996) ("The existence of one's own patent does not constitute a defense to infringement of someone else's patent."); *Advanced Cardiovascular Sys., Inc. v. Medtronic, Inc.*, 265 F.3d 1294, 1309 (Fed. Cir. 2001) ("The fact that Medtronic's '556 patent might read on the Falcon catheter is totally irrelevant to the question of whether Medtronic willfully infringed another patent."). Indeed, courts in this District routinely preclude an accused infringer from referencing its own patents at trial. See, e.g., *Sonos, Inc. v. D&M Holdings Inc.*, No. CV 14-1330-WCB, 2017 WL 5633204, at \*1 (D. Del. Nov. 21, 2017) (Bryson, C.J., sitting by designation); *Kyphon, Inc. v. Disc-O-Tech Med. Techs. Ltd.*, No. CIV.A. 04-204-JJF, 2005 WL 5994161, at \*1 (D. Del. June 21, 2005). Exclusion is particularly appropriate here in the case of the '768 patent, which is a design patent that only protects, if anything, PrimaFit's ornamental design and not the functional aspects of the PrimaFit that are at issue here.<sup>2</sup>

In this case, the immateriality of Sage's patents is exacerbated by the fact that there is no evidence that any Sage patent covers any of Sage's products. Although Mr. Sheldon states that

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<sup>1</sup> Sage's interrogatory response concerning willfulness implies that the existence of the '025 utility and '768 design patent demonstrates that the PrimaFit™ was "independently developed." Even if there were evidence that the patents cover the PrimaFit, the existence of patents owned by defendant does not mean that the product was independently developed or that the patented inventions were not copied. It is thus not relevant to the issue of whether Sage's infringement is willful. In other words, obtaining patents of one's own is not a get out of jail card for a copyist.

<sup>2</sup> Even if Sage's design patent were somehow relevant, it would be confusing, if not impossible, to instruct the jury on how the existence of such a design patent should be factored in to any issues the jury needs to decide.

Sage has patents “related to the PrimaFit product,” he does not offer any analysis (e.g., a claim chart) showing that the PrimaFit product practices any claim of any Sage patent. Similarly, Sage’s damages expert, Mr. Thomas, simply concludes that Sage has patents “that cover its PrimaFit products,” but he does not offer, nor is he competent to offer, an opinion showing this to be the case. Mere conclusions about whether a patent allegedly covers a product are not relevant to any issue, make no fact more probable and plainly are unreliable.<sup>3</sup>

Furthermore, allowing evidence or argument regarding Sage’s patents would create a substantial risk of confusing and misleading the jury. For example, the jury may wrongly conclude that Sage cannot infringe PureWick’s patents if Sage has its own patents relating to the accused products. *See Sonos*, 2017 WL 5633204 at \*1 (“The fact that D&M has patents in the same technological field . . . could mislead the jury into believing that D&M’s patents give it the right to practice technology that is covered by those patents even though it is also covered by Sonos’s patents.”); *Glaros v. H.H. Robertson Co.*, 797 F.2d 1564, 1572 (Fed. Cir. 1986) (finding that the court did not abuse its discretion under Fed. R. Evid. 403, in excluding evidence of the accused infringer’s patents).

For at least the reasons stated above, the Court should preclude any reference to, or arguments regarding, Sage’s patents.

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<sup>3</sup> If Sage were to attempt to introduce such an opinion through a fact witness, it would constitute untimely and previously undisclosed opinion testimony, which should not be allowed.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

PUREWICK CORPORATION,

Plaintiff and Counterclaim Defendant,

v.

SAGE PRODUCTS, LLC,

Defendant and Counterclaim Plaintiff.

C.A. No. 19-1508-MN

**CONFIDENTIAL EXHIBITS  
FILED UNDER SEAL**

**SAGE’S OPPOSITION TO PUREWICK’S MOTION *IN LIMINE* NO. 1  
TO PRECLUDE EVIDENCE OR ARGUMENT THAT  
SAGE HAS PATENTS COVERING ITS PRODUCTS**

While PureWick is correct that one's own patent is not "a defense to infringement," PureWick ignores that Sage's patents relating to PrimaFit and PrimoFit are relevant to a host of other issues in the case and evidence regarding them should not be excluded.

Despite now claiming that "whether Sage has patents relating to the accused products is not relevant to any issue being tried in this action," ***PureWick itself recognized that Sage's patents are relevant*** and asked Sage to identify patents that covered the accused products in its interrogatories:

Set forth all factual and legal bases for any contention that the Accused Products are covered by any patent, including by separately identifying for each Accused Product the patent and the claims of the patent that you contend cover the product, and explaining the basis for contending that the product is covered by the claim(s).

(See Ex. A at 16-17.) Sage responded, identifying how "the innovations in the PrimaFit® and PrimoFit™ products have been patented by Sage, including....in [identifying patents and patent applications]....." (*Id.*) Thus, PureWick's own interrogatories demonstrate the relevance. None of PureWick's cited cases address the issues in this case.

***Sage's patents are relevant to nonobviousness.*** PureWick alleged commercial success based on sales of Sage's products, and PureWick's expert opined that PureWick "is entitled to a presumption of nexus." (D.I. 210, Ex. 33, ¶1608; Ex. F, ¶1652.) However, "[w]here a product embodies claims from two patents, a presumption of nexus can be appropriate only if the claims of both patents generally cover the same invention." *Fox Factory v. SRAM*, 944 F.3d 1366, 1377 (Fed. Cir. 2019). Sage is thus entitled to rebut the presumption by showing that the success of its products is due to its own patents rather than PureWick's. (Ex. B at 235, 254-55; Ex. C, ¶ 580-83.)

***Sage's patents are relevant to nonwillfulness and lack of copying.*** PureWick is alleging willful infringement of the 376 and 989 patents and "copying" with respect to the PrimaFit. But PureWick's patents did not even issue until years after PrimaFit launched. And alleged "[c]opying [of] a product which is not protected by the patent laws is not illegal...." *Bioverativ Inc. v. CSL*

*Behring LLC*, No. CV 17-914-RGA, 2020 WL 1332921, at \*2 (D. Del. Mar. 23, 2020). In any case, in response to PureWick’s “copying” allegations, Sage’s experts have explained that Sage’s products were designed to be superior to PureWick’s with numerous innovative and patented features. (Ex. D at 16, 195-200, Ex. B at 240-42, 245-48; Ex. E at ¶¶ 41, 47-48.)

PureWick nonetheless claims that Sage’s patents are “totally irrelevant.” (Pl. Br. at 1.) But numerous courts have found such evidence probative. Sage’s patents demonstrate Sage’s “corporate culture of innovation.” *Canon v. Color Imaging*, 227 F. Supp. 3d 1303, 1305-08 (N.D. Ga. 2016) (risk of jury confusion “outweighed by the probative value of Defendants’ corporate culture evidence relative to the issue of willfulness”). Indeed, Sage’s expert explained—in responding to Sage’s expert’s willfulness allegations—that “the PrimaFit product has several patents that cover it...further highlighting its innovative features including its innovations over PureWick’s inferior product.” (Ex. D at 200.) This is classic evidence of nonwillfulness. In *Carnegie Mellon v. Marvell Tech.*, the court found that defendant’s patents were relevant to many issues including copying and willfulness. No. CV 09-290, 2012 WL 5416440, at \*1-2 (W.D. Pa. Nov. 2, 2012) (“such evidence has the tendency to make the existence of no acts of copying/willfulness...‘more probable than it would be without such evidence’”). PureWick’s own cited cases further confirm the admissibility. *Sonos v. D&M Holdings*, No. 14-1330-WCB, 2017 WL 5633204, at \*1 (D. Del. Nov. 21, 2017) (patents admissible where plaintiff “stat[es] that D&M lacks its own technology and therefore must rely on stealing technology from Sonos.”).

***Sage’s patents are relevant to damages issues.*** PureWick’s argument that “Sage’s own patents [do] not bear on...the amount of damages” is contrary to law. (Pl. Br. at 2.) Georgia Pacific factor 13 relates to “[t]he portion of the realizable profit that should be credited to the invention as distinguished from...significant features or improvements added by the infringer.” *Georgia-*

*Pacific Corp. v. U.S. Plywood*, 318 F. Supp. 1116 (S.D.N.Y. 1970), *mod. & aff'd*, 446 F.2d 295 (2d Cir. 1971). Sage's expert thus addressed Sage's patents in evaluating that factor (D.I. 206, Ex. 27 at ¶ 273), which is entirely permissible. *Wonderland Nursery Goods Co. v. Thorley Indus.*, No. CV 12-196, 2014 WL 241751, \*2-\*3 (W.D. Pa. 2014) ("[defendant's] four aforementioned patents are relevant to 'improvements added by the infringer'"); *Carnegie*, 2012 WL 5416440 at \*1-2 (evidence of defendant's patents relevant to reasonable royalty). Additionally, PureWick's experts have also asserted that PureWick is entitled to lost profits because its product and PrimaFit are "interchangeable." (D.I. 211, Ex. 41 at ¶¶ 49-50.) But they are not "interchangeable." And Sage's experts have explained that Sage's products were designed to be superior to PureWick's with many new innovative features that drove customer demand. (*See, e.g.*, Ex. E at ¶¶ 41, 47-48.)

***Sage's patents are relevant to PureWick's allegations of equivalents infringement.*** "The fact of separate patentability is relevant, and is entitled to due weight." *Nat'l Presto Indus. v. W. Bend Co.*, 76 F.3d 1185, 1192 (Fed. Cir. 1996). That is because "[t]he nonobviousness of the accused device, evidenced by the grant of a United States patent, is relevant to the issue of whether the change therein is substantial." *Zygo Corp. v. Wyko Corp.*, 79 F.3d 1563, 1570 (Fed. Cir. 1996); *Sprint Commc'ns Co. v. Charter Commc'ns*, No. CV 17-1734-RGA, 2021 WL 982729, at \*9 (D. Del. Mar. 16, 2021) ("[p]laintiff will be able to address the weight of...separate patentability through cross-examination and opposing witness testimony").<sup>1</sup> Here, Sage's patents highlight the many innovations over PureWick's products and the lack of equivalents. (*See, e.g.*, Ex. D at 200.)

Sage's patents are related to many issues and concerns of alleged jury confusion can be mitigated by instructions. *Cook v. Endologix*, 2012 WL 4514036, at \*5 (S.D. Ind. Oct. 1, 2012).

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<sup>1</sup> Despite PureWick's arguments, Sage's expert opinions on the matters of Sage's patents provide an adequate level of detail to make the points asserted here. *Sprint*, 2021 WL 982729, at \*8-9.

Dated: February 28, 2022

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**PLAINTIFF'S REPLY IN SUPPORT OF MOTION *IN LIMINE* NO. 1**

Sage identifies no legitimate basis for admitting evidence of Sage's own patents in this case. *First*, Sage does not dispute it has no evidence that the accused products practice any of Sage's own patents. The absence of such evidence alone is reason to grant PureWick's motion.

*Second*, Sage's patents are not relevant to rebut commercial success or damages. Sage argues that its accused products have additional features that are the reason for Sage's commercial success. But Sage does not need to introduce evidence of its own patents to make this argument. Whether or not those features are patented (which Sage has no evidence of) says nothing about whether the features are the reason for Sage's sales.<sup>1</sup>

*Third*, Sage's patents are not relevant to willfulness and copying. Again, the issuance of Sage's own patents says nothing at all about whether Sage copied and willfully infringed. Someone can obviously still willfully infringe and copy another's patents and products while simultaneously applying for its own patents. The fact that the accused infringer's own patent might read on the accused product is "totally irrelevant to the question of whether [they] willfully infringed another patent." *Advanced Cardio. Sys., Inc. v. Medtronic, Inc.*, 265 F.3d 1294, 1309 (Fed. Cir. 2001).

*Fourth*, Sage's argument that its patents are relevant to the doctrine of equivalents should be rejected because Sage has never advanced such a theory. The only claim for which DOE is at issue is '407 patent claim 2, which covers Sage's PrimoFit product. Sage has offered no evidence that the PrimoFit is covered by any Sage patent, or that PureWick's doctrine of equivalents theories encompass something covered by any Sage patent. *See* Ex. M.

Because of the lack of relevance, and high likelihood that the jury will be misled into thinking Sage cannot infringe because it has its own patents, PureWick's motion should be granted.

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<sup>1</sup> PureWick has not relied on any alleged commercial success of the accused ***PrimaFit*** device as a secondary consideration. Ex. L at ¶¶1648-50. Thus, Sage cannot rebut a presumption of nexus for the '376 and '989 patents by arguing that "the success of its products is due to its own patents rather than PureWick's." Opp. at 1. And for the PrimoFit, Sage has no issued patents.

**EXHIBITS A-F  
REDACTED IN  
THEIR  
ENTIRETY**

Exhibits L-M  
REDACTED  
IN THEIR  
ENTIRETY

# **SCHEDULE F2**

**PLAINTIFF'S MOTION *IN LIMINE* NO. 2 TO EXCLUDE EVIDENCE OR  
ARGUMENT CONCERNING ANY FINDING OF UNPATENTABILITY IN THE *INTER  
PARTES* REVIEW PROCEEDING FOR THE '508 PATENT**

PureWick respectfully requests an Order *in limine* excluding evidence or argument concerning any finding by the Patent Office in the co-pending *Inter Partes* Review (case number IPR2020-01426) that any claim of U.S. Patent No. 8,287,508 (“the ’508 patent”) is unpatentable. The PTAB is expected to issue its Final Written Decision (“FWD”) in IPR2020-01426 on February 17<sup>th</sup>. PureWick cannot predict the outcome of the IPR, but to the extent any claim of the ’508 patent is found to be unpatentable, Sage should be precluded from referencing or using that finding at trial because it is irrelevant, prejudicial, and poses a significant risk of misleading the jury. It is for that reason that courts in this District uniformly exclude evidence about IPR proceedings as not relevant and under Federal Rule of Evidence 403.

Once the PTAB issues a FWD the validity issues in the IPR will not be a part of the trial in this case because Sage will be estopped from presenting an invalidity defense at trial based on any prior art that was raised, or could have been raised, in the IPR. *See* 35 U.S.C. § 315(e)(2); *Trustid, Inc. v. Next Caller Inc.*, No. 18-172 (MN), 2021 WL 3015280, at \*4 (D. Del. July 6, 2021) (precluding defendant from asserting prior art defenses based on estoppel under § 315(e)(2)). To the extent that Sage has any remaining invalidity defense for the ’508 patent based on Section 112 or non-printed publication art, those invalidity arguments will necessarily involve different art and arguments than what is at issue in the IPR. Moreover, the burden of proof in the IPR is different than the burden in the district court. *See Cuozzo Speed Techs., LLC v. Lee*, 579 U.S. 261, 279 (2016). Thus, whatever the findings by the PTAB they will have no bearing on the issues that will be before this Court and the jury at trial in this case.

Similarly, the PTAB’s FWD has no relevance to the validity issues for the other asserted patents that were not subject to IPR proceedings. The ’376, ’989 and ’407 patents are not related

to the '508 patent, they have different priority dates, and their claims are obviously different than the claims of the '508 patent. Thus, a finding by the PTAB that any claim of the '508 patent is unpatentable is not relevant to the jury's determination of the validity of the asserted claims of the '376, '989 and '407 patents.

Finally, even if there were some marginal relevance to the findings by the PTAB, the probative value is significantly outweighed by the potential prejudice to PureWick, and the potential to confuse the jury, as numerous courts have found. For example, in *Callaway Golf Co. v. Acushnet Co.*, the Federal Circuit affirmed the exclusion of the Patent Office's rejections in a parallel *inter partes* reexamination proceeding, finding that "[t]he non-final re-examination determinations were of little relevance to the jury's independent deliberations on the factual issues underlying the question of obviousness" while "the risk of jury confusion if evidence of the non-final PTO proceedings were introduced was high." 576F.3d 1331, 1343 (Fed. Cir. 2009) (applying Third Circuit law); *see also Hologic, Inc. v. Minerva Surgical, Inc.*, 2018 WL 3348998, at \*4 (D. Del. July 9, 2018) (issuing order *in limine* "because the patent office proceeding and decision are not binding and are on appeal, the prejudicial and confusing effect of the evidence almost certainly outweighs any probative value"). The risk of confusion is particularly great here because the findings by the PTAB will be based on a lower burden of proof and with respect to different prior art and different claims than will be at issue at trial. In particular, admitting evidence of the PTAB's findings with respect to the '508 patent could mislead the jury into believing that the claims of the other asserted patents are invalid. *See Personalized User Model, L.L.P. v. Google Inc.*, No. CV 09-525-LPS, 2014 WL 807736, at \*3 (D. Del. Feb. 27, 2014) (excluding any reference to the Patent Office proceedings because of the "different standards applicable" to patent office proceedings and litigation "risk confusing the jury"); *Belden Techs. Inc. v. Superior Essex*

*Commc'ns LP*, 802 F. Supp. 2d 555, 569 (D. Del. 2011)(admitting the final results at the Patent Office “would have only served to confuse the jury”). Accordingly, allowing evidence that any claim of the '508 patent was found unpatentable in the IPR proceeding presents a substantial risk of jury confusion.

For the foregoing reasons, PureWick respectfully requests an order excluding evidence or argument concerning any finding by the PTAB that any claim of the '508 patent is unpatentable.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

PUREWICK CORPORATION,

Plaintiff and Counterclaim Defendant,

v.

SAGE PRODUCTS, LLC,

Defendant and Counterclaim Plaintiff.

C.A. No. 19-1508-MN

**SAGE’S OPPOSITION TO PUREWICK’S MOTION *IN LIMINE* NO. 2  
TO EXCLUDE EVIDENCE OR ARGUMENT CONCERNING ANY FINDING  
OF UNPATENTABILITY IN THE IPR PROCEEDING FOR THE 508 PATENT**

On February 14, 2022, the PTAB issued a Final Written Decision (“FWD”), finding that all claims of the 508 patent asserted in this lawsuit are unpatentable. (Ex. G.) PureWick now seeks to exclude “evidence or argument concerning any finding by the PTAB that any claim of the ’508 patent is unpatentable.” (Pl. Br. at 3.) The Court stayed PureWick’s claim of infringement on the 508 patent. (D.I. 279 at 3-4); however, the 508 patent is asserted prior art to the remaining patents-in-suit as explained in prior briefing (D.I. 277, Att. at 1, 3, and 5.) Additional prior art at issue in the IPR is also at issue here. Sage does not intend to argue that the PTAB found the “claims of the 508 patent are unpatentable” unless to rebut any argument by Plaintiff that the 508 patent is valuable or inventive. Such responsive evidence is admissible if PureWick opens the door to it. Other aspects of the PTAB’s findings are relevant for other reasons.

***Evidence or argument concerning the PTAB’s “finding of unpatentability” is admissible if PureWick makes it relevant.*** As explained, the 508 patent is still involved in this case albeit not in the context of the infringement or invalidity of any particular 508 claim. To the extent that PureWick implies at trial that the 508 patent is a PureWick patent and that it is valuable or inventive in some way, then PureWick will have opened the door to evidence of the opposite, e.g., that it is not valuable or inventive and the PTAB found claims unpatentable. PureWick could make such a suggestion if it references the 508 patent as part of any PureWick origin story, in relation to discussions between the parties regarding PureWick’s technology, or in relation to damages.

Courts have found that a party can open the door to the relevance of information from IPR proceedings and admit such evidence. *See, e.g., Contour IP Holding v. GoPro*, No. 3:17-04738-WHO, 2021 WL 75666, at \*8 (N.D. Cal. Jan. 8, 2021) (“[i]f [defendant] opens the door, however, by stating or implying that references were not previously considered when they were, [plaintiff] may introduce IPR evidence to rebut that statement or implication.”); *Pac. Biosciences v. Oxford*

*Nanopore Techs.*, C.A. No. 17-275-LPS-CJB, 2020 WL 954938, at \*2 (D. Del. Feb. 27, 2020) (allowing IPR evidence by referencing “another matter”); *Rembrandt Wireless Techs. v. Samsung Elecs.* No. 2:13- 213-JRG-RSP, 2015 WL 627430, at \*5 (E.D. Tex. Jan. 31, 2015) (allowing litigant “to rebut this line of argument by producing evidence of the PTAB's action.....”). As PureWick’s own cited case recognizes, “[w]ithout knowing the evidence and what it is proffered for, the court cannot make a determination as to the precise parameters of the admission of this evidence.” *Hologic, Inc. v. Minerva Surgical, Inc.*, No. 1:15-1031, 2018 WL 3348998, at \*4 (D. Del. July 9, 2018) (IPR may be relevant to intent and state of mind). Thus, “evidence or argument concerning any finding by the PTAB that any claim of the ’508 patent is unpatentable” becomes relevant if and when Plaintiff makes it relevant and the motion should be denied.

***Statements by the PTAB beyond 508 claim “unpatentability” are relevant to aspects of the case.*** PureWick’s motion *in limine* is limited to excluding evidence “concerning any finding by the PTAB that any claim of the ’508 patent is unpatentable.” (Pl. Br. at 3.) While PureWick did not seek to preclude Sage’s reliance on FWD evidence unrelated unpatentability of a claim, Sage notes that aspects of the FWD remain relevant to this case unrelated to unpatentability including prosecution statements about the prior art. *See Aylus Networks, Inc. v. Apple Inc.*, 856 F.3d 1353, 1360 (Fed. Cir. 2017) (statements in IPR proceedings relevant to subsequent proceedings); *Pac. Biosciences*, 2020 WL 954938, at \*2 (allowing IPR evidence by referencing “another matter”).

For example, statements regarding the prior art made in prosecution proceedings (such as the PTAB’s proceeding here) on related subject matter are relevant. The 508 patent is prior art to all three patents-in-suit. (*e.g.*, D.I. 208, Ex. 20 at ¶¶491-515; D.I. 209, Ex. 23 at 166-230.) And, irrespective of the unpatentability of the 508 claims, the same prior art and overlapping issues are present in both proceedings including whether items in the prior art are “moisture-wicking.” For

example, the Kuntz 166 prior art is still at issue (*see, e.g.*, D.I. 209, Ex. 23 at 102-137), and PureWick’s expert has asserted the same arguments regarding Kuntz 166’s disclosure both in the IPR and here (*see, e.g., id.* at 128-129.) The PTAB found that the pad of Kuntz 166 was a “moisture-wicking article” because “Kuntz 166’s pad uses capillary action.” (Ex. G at 56, 57.) Thus, if PureWick intends to advance these arguments at trial, the prosecution statements reflecting the contrary remain relevant. *Pfizer*, 2006 WL 3041102 at \*2-4. *Alcohol Monitoring Sys., Inc. v. ActSoft, Inc.*, No. 07-02261, 2011 WL 5075619, at \*6 (D. Colo. Oct. 25, 2011), *aff’d*, 499 F. App’x 974 (Fed. Cir. 2013) (plaintiff could not assert arguments “inconsistent with the position that plaintiff took in front of the PTO regarding” an unrelated patent); *Pfizer Inc. v. Teva Pharms. USA*, No. 04-754-JCL, 2006 WL 3041102, at \*2 (D.N.J. Oct. 26, 2006) (statements “concerning the scope and content of [prior art in the litigation]” relevant to litigation proceedings).

Additionally, witness credibility questions are fair game in trial proceedings. *See, e.g., Biogen Int’l GMBH v. Mylan Pharms.*, 18 F.4th 1333, 1344 (Fed. Cir. 2021) (expert lacked credibility based on statements in IPR). Here, the PTAB repeatedly found the opinions of PureWick’s expert witness, Mr. Jezzi, “not credible” on matters relating to urine collection devices. (Ex. G at 35 (Jezzi’s testimony was “based entirely on speculation, inconsistent with how a person of ordinary skill would have understood [the art], and thus is not credible and give it little weight . . . .”); *id.* at 38 (“Jezzi’s testimony on this issue [relating to urine collection prior art] is not credible.”); *id.* (Jezzi’s analysis was “treating a person of ordinary skill like an automaton. We find this analysis is not credible....”). And courts have held that an expert may be impeached with IPR statements. *Pac. Biosciences*, 2020 WL 954938, at \*2; *Bio-Rad Labs., Inc. v. 10X Genomics, Inc.*, C.A. No. 15-152-RGA, 2018 WL 6629705, at \*1 (D. Del. Oct. 12, 2018).

Thus, aspects of the FWD may be relevant and PureWick’s motion should be denied.

Dated: February 28, 2022

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**PLAINTIFF'S REPLY IN SUPPORT OF MOTION *IN LIMINE* NO. 2**

The Court has now stayed the case as it relates to the '508 patent in light of the PTAB's FWD finding the '508 asserted claims unpatentable. This fact only bolsters PureWick's motion to exclude evidence or argument regarding the '508 IPR as irrelevant and prejudicial. Indeed, Sage does not actually contest exclusion of such evidence. Sage argues instead that PureWick's motion should be denied because "aspects of the FWD remain relevant to this case unrelated to unpatentability including prosecution statements about the prior art." Def. Br. 2. Not so. The cases Sage cites relate only to the relevance of *a patent applicant's statements* to the Patent Office regarding *an asserted or related patent*. See, e.g., *Aylus Networks, Inc. v. Apple Inc.*, 856 F.3d 1353, 1360 (Fed. Cir. 2017). What Sage wants here, however, is to be able to use *the PTAB's factual findings* in the '508 FWD to support its assertion that the prior art invalidates *unrelated patents* in this action.<sup>1</sup> Def. Br. 3. This is simply a surreptitious attempt to have the jury "improperly substitute its own judgment for the PTO decisions," *Finjan, Inc. v. Sophos, Inc.*, 2016 WL 4560071, at \*14 (N.D. Cal. Aug. 22, 2016), which is the reason Courts in this district routinely exclude evidence about IPR proceedings under Rules 402 and 403. See Pl. Br. at 3.

Sage also claims that the FWD is relevant to impeaching PureWick's expert with statements by the PTAB. Def. Br. 3. Sage misunderstands the concept of impeachment. Mr. Jezzi can be impeached with *his own testimony* from the IPR proceeding, should that be inconsistent with his testimony at trial. *Id.* He cannot, however, be "impeached" with *the PTAB's findings* in the FWD under any rule of evidence (*see generally* Fed. R. Evid. 608), and Sage's cases do not hold otherwise.<sup>2</sup> Indeed, using the FWD in such a way would usurp the role of the jury.

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<sup>1</sup> As Sage argued in its motion to stay the '508 patent claims, "the 508 patent is unrelated to the other asserted patents" and "requires a separate analysis of the state of the art." D.I. 277 at 7.

<sup>2</sup> Similarly, PureWick could not impeach Sage's expert with the Court's *Daubert* ruling excluding his opinions that were inconsistent with the Court's claim construction.

# EXHIBIT G

[Trials@uspto.gov](mailto:Trials@uspto.gov)  
Tel: 571-272-7822

Paper 30  
Date: February 14, 2022

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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SAGE PRODUCTS, LLC,  
Petitioner,

v.

PUREWICK CORPORATION,  
Patent Owner.

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IPR2020-01426  
Patent 8,287,508 B1

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Before LYNNE H. BROWNE, KEVIN W. CHERRY, and  
ERIC C. JESCHKE, *Administrative Patent Judges*.

CHERRY, *Administrative Patent Judge*.

JUDGMENT  
Final Written Decision  
Determining All Challenged Claims Unpatentable  
*35 U.S.C. § 318(a)*

I. INTRODUCTION

A. BACKGROUND

Sage Products, LLC (“Petitioner”) filed a Petition for *inter partes* review of claims 1, 3–8, and 17–19 of U.S. Patent No. 8,287,508 B1 (Ex. 1001, “the ’508 patent”). Paper 1 (“Pet.”). PureWick Corporation (“Patent Owner”) filed a Preliminary Response. Paper 8.

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On February 17, 2021, based on the record before us at the time, we instituted an *inter partes* review (Paper 10, “Dec.”) of claims 1, 3–8, and 17–19 of the ’508 patent on the following grounds (Pet. 2–3):

<b>Claim(s) Challenged</b>	<b>35 U.S.C. §</b>	<b>Reference(s)</b>
1, 3–8, 17–19	102(b) <sup>1</sup>	Mahnensmith <sup>2</sup>
4, 5, 19	103(a)	Mahnensmith, knowledge of one of ordinary skill in the art
1, 3–8, 17–19	102(b)	Keane <sup>3</sup>
4, 5, 19	103(a)	Keane, knowledge of one of ordinary skill in the art
1, 3–8, 17–19	103(a)	Kuntz 166, <sup>4</sup> DesMarais, <sup>5</sup> knowledge of one of ordinary skill in the art
1, 3–8	102(b)	Kuntz EP355 <sup>6</sup>
17–19	103(a)	Kuntz EP355, Mahnensmith, knowledge of one of ordinary skill in the art

<sup>1</sup> The Leahy-Smith America Invents Act, Pub. L. No. 112-29, 125 Stat. 284 (2011) (“AIA”), amended 35 U.S.C. § 103. Because the ’508 patent has an effective filing date prior to the effective date of the applicable AIA amendments, we refer to the pre-AIA versions of § 103.

<sup>2</sup> Mahnensmith, U.S. Pub. No. 2006/0015080 A1, published Jan. 19, 2006 (Ex. 1004, “Mahnensmith”).

<sup>3</sup> Keane, U.S. Patent No. 3,349,768, issued Oct. 31, 1967 (Ex. 1005, “Keane”).

<sup>4</sup> Kuntz, U.S. Patent No. 4,747,166, issued May 31, 1988 (Ex. 1006, “Kuntz 166”).

<sup>5</sup> DesMarais, U.S. Patent No. 4,425,130, issued Jan. 10, 1984 (Ex. 1007, “DesMarais”).

<sup>6</sup> Kuntz et al., European Patent Specification No. 0 613 355 B1, published Jan. 22, 1997 (Ex. 1008, “Kuntz EP355”).

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Petitioner relies on the Declaration of Diane K. Newman, D.N.P., F.A.A.N. (Ex. 1002) in support of its unpatentability contentions.

Patent Owner filed a Response in opposition to the Petition (Paper 17, “PO Resp.”). Patent Owner supported its Patent Owner Response with the Declaration of Arrigo Jezzi (Ex. 2060). Petitioner filed a Reply in support of the Petition (Paper 20, “Reply”). Petitioner supported its Reply with the Second Declaration of Diane K. Newman, D.N.P., F.A.A.N. (Ex. 1017). Patent Owner filed a Sur-reply responding to the Reply (Paper 23, “Sur-Reply”).

Both parties requested an oral hearing. *See* Paper 26. A transcript of the oral hearing is entered in the record. Paper 29 (“Tr.”).

We have jurisdiction under 35 U.S.C. § 6. The evidentiary standard is a preponderance of the evidence. *See* 35 U.S.C. § 316(e) (2018); 37 C.F.R. § 42.1(d) (2020). This Final Written Decision is issued pursuant to 35 U.S.C. § 318(a) and 37 C.F.R. § 42.73.

#### B. REAL PARTIES IN INTEREST

Petitioner identifies Sage Products, LLC and Stryker Corporation as the real parties in interest for the Petition. Pet. 1. Patent Owner identifies PureWick Corporation, C.R. Bard, Inc., and Becton, Dickinson and Company as real parties in interest. Paper 6, 1 (Patent Owner’s Mandatory Notices).

#### C. RELATED PROCEEDINGS

The parties identified as a related proceeding the co-pending district court proceeding of *PureWick Corporation v. Sage Products LLC*, Case No. 1:19-cv-01508 (D. Del.). Pet. 1; Paper 6, 1.

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#### D. THE '508 PATENT

The '508 patent, entitled “Using Moisture-Wicking Article Wrapped Over Openings In An Elongated Urine Collecting Container For Drawing Urine From A Region Surrounding An Urethral Opening,” is directed to “collecting and transporting urine away from the body of a person or an animal during various circumstances.” Ex. 1001, code (54), 1:10–12. The '508 patent describes its invention as particularly useful for circumstances that “include a condition such as incontinence or a disability that limits or impairs mobility,” “also include restricted travel conditions, such as sometimes experienced by pilots, drivers, workers in hazardous areas, etc.,” and “further include collection of urine for monitored purposes or clinical testing.” *Id.* at 2:46–53.

Figure 1 (reproduced below) shows an “embodiment of a urine collection device according to the present invention, with some of the container having been cut away to expose a portion of the chamber and the entry into the outlet port from the chamber.” *Id.* at 2:59–62.

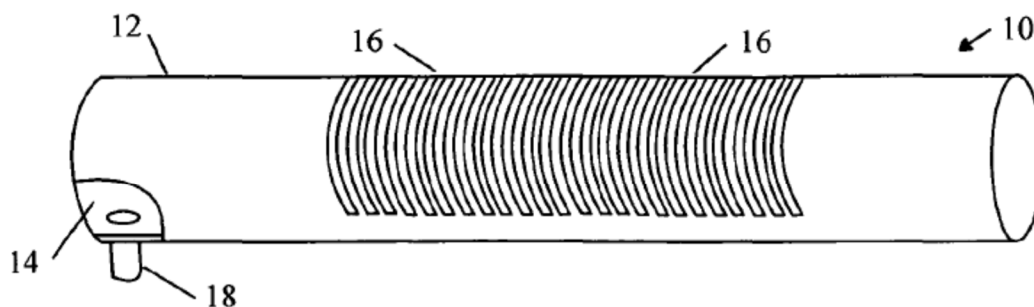


FIG. 1

Figure 1 of the '508 patent depicts a urine collection device. *Id.* at Fig. 1.

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Figure 1's urine collection device 10 "includes a container 12, which defines a chamber 14 for collecting urine." *Id.* at 3:24–25. According to the '508 patent, "[t]he container 12 is closed, except for having an array of openings 16 through which urine can be drawn into the chamber 14 and at least one outlet port 18 through which urine can be drawn away from the chamber 14." *Id.* at 3:25–29.

The '508 patent describes that "[t]he exterior of the container 12 is configured for enabling a moisture-wicking article 20 to be secured over the array of openings 16 and for enabling the secured moisture-wicking article 20 to be disposed in contact with the region of a female body surrounding the urethral opening." *Id.* at 3:45–49. Figure 2 of the '508 patent is reproduced below.

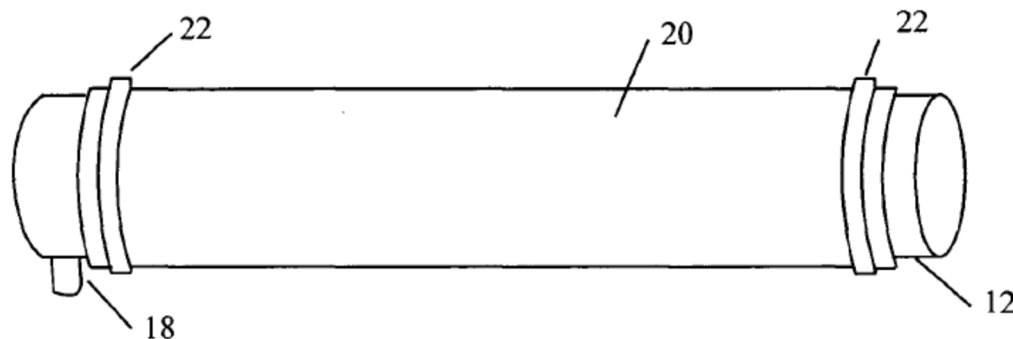


FIG. 2

Figure 2 of the '508 patent depicts a moisture-wicking article over a urine collection device. *Id.* at 2:63–65, Fig. 2.

The '508 patent explains that "the container 12 is configured for enabling the moisture-wicking article 20 to be secured over the array of openings 16 by applying elastic bands 22 about the moisture-wicking article 20 at positions that are adjacent opposite ends of the array of openings 16, as shown in FIG. 2." *Id.* at 3:59–64. The '508 patent describes other means for enabling a moisture-wicking article to be secured over a

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container's array of openings, such as "spring clips, with water-resistant adhesive tape, Velcro fasteners, zippers, and snaps." *Id.* at 4:1–7. The '508 patent also describes a moisture-wicking article that "is in the form of a sock or sleeve that slips snugly over the container." *Id.* at 4:7–9.

The '508 patent discloses that the moisture-wicking article 20 can "include[] a rapidly permeable material such as gauze, felt, terrycloth, thick tissue paper, paper towel, etc." *Id.* at 4:10–12. The '508 patent also discloses that the urine collection device and moisture-wicking material may be "integrated in a unitary composite structure," such as by providing "a moisture-wicking felt layer [that] is bonded onto the surface of the container over the array of openings in the container" or using "a fritted wall of a porous glass container" to provide the moisture-wicking function. *Id.* at 6:32–40.

With regard to placement of the moisture-wicking article, the '508 patent states:

The urine collection device 10 having the secured moisture-wicking article 20 secured thereto is then disposed so that the secured moisture-wicking article 20 is in contact with the region of the body surrounding the urethral opening. For a female, the secured moisture-wicking article 20 is placed between the legs and held snugly against the external urethra by the pressure of the legs or by such means as an undergarment, elastic strips and/or adhesive tape. For a male, the secured moisture-wicking article is secured around the penis.

*Id.* at 5:10–19.

Figure 3 of the '508 patent (reproduced below) "is a block diagram showing the use of a urine collection device according to the present invention in one embodiment of a system for collecting and transporting urine away from the body of a person or an animal." *Id.* at 2:66–3:2.

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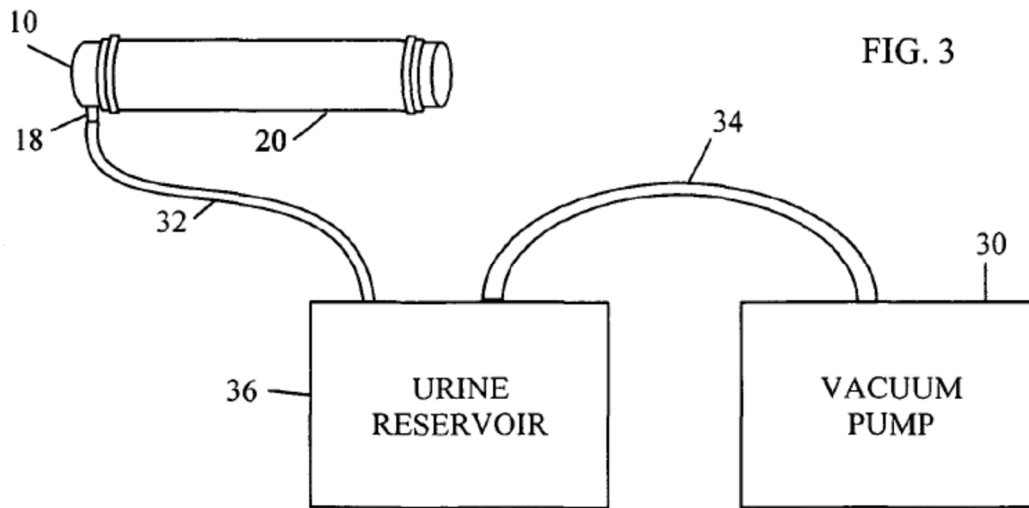


Figure 3 of the '508 patent depicts the use of a system including a urine collection device. *Id.* at Fig. 3.

Figure 3's system "includes a urine collection device 10, a moisture-wicking article 20, a vacuum pump 30, a first flexible tube 32, a second flexible tube 34 and a urine reservoir 36." *Id.* at 4:29–34. The '508 describes:

The vacuum pump 30 is adapted for applying a partial vacuum to the outlet port 18 of the urine collection device 10 via the second flexible tube 34, the urine reservoir 36 and the first flexible tube 32 to thereby cause urine collected in the moisture-wicking article 20 to be drawn through the array of openings 16 in the urine collection device 10 and into the chamber 14 of the urine collection device 10, and thence to be drawn away from the chamber 14 through the outlet port 18 and the first flexible tube 32 and into the urine reservoir 36.

*Id.* at 4:41–50.

Of the challenged claims, claims 1 and 17 are independent. Claims 3–8, 18, and 19 depend directly or indirectly from claim 1 or claim 17.

Claim 1 is illustrative and is reproduced below:

1. A urine collection device for use in a system for transporting urine voided from a person or an animal by drawing the urine into a moisture-wicking article that is disposed in

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contact with a region of the person or animal surrounding an urethral opening, and further drawing the urine into the collection device from the moisture-wicking article, comprising:

a container defining a chamber for collecting urine,

wherein the container is closed, except for having an array of openings through which urine can be drawn into the chamber and at least one outlet port through which urine can be drawn away from the chamber; and

wherein an elongated exterior of the container is configured and dimensioned for enabling a moisture-wicking article to be secured over the array of openings of the container by wrapping the article over the array and securing the wrapped article, and for enabling said secured moisture-wicking article to be disposed in contact with the region of a female body surrounding the urethral opening.

Ex. 1001, 6:59–7:10.

## II. ANALYSIS

### A. CLAIM INTERPRETATION

We interpret claims in the same manner used in a civil action under 35 U.S.C. § 282(b), “including construing the claim in accordance with the ordinary and customary meaning of such claim as understood by one of ordinary skill in the art and the prosecution history pertaining to the patent.” 37 C.F.R. § 42.100(b). When applying that standard, we interpret the claim language as it would be understood by one of ordinary skill in the art in light of the specification. *In re Suitco Surface, Inc.*, 603 F.3d 1255, 1260 (Fed. Cir. 2010). Thus, we give claim terms their ordinary and customary meaning as they would be understood by an ordinarily skilled artisan. *See In re Translogic Tech., Inc.*, 504 F.3d 1249, 1257 (Fed. Cir. 2007) (“The ordinary and customary meaning ‘is the meaning that the term would have to a person of ordinary skill in the art in question.’” (quoting *Phillips v. AWH*

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*Corp.*, 415 F.3d 1303, 1313 (Fed. Cir. 2005))). Only terms that are in controversy need to be construed, and then only to the extent necessary to resolve the controversy. *Nidec Motor Corp. v. Zhongshan Broad Ocean Motor Co.*, 868 F.3d 1013, 1017 (Fed. Cir. 2017).

Petitioner argues the language “the moisture-wicking characteristic of a paper towel” of claims 4, 5, and 19 should be construed as “includ[ing] materials that can transport fluid via capillary action.” Pet. 14–15 (citing Ex. 1002 ¶¶ 81–83) (emphasis omitted).

Petitioner also asserts that the language “dimensioned for being secured over the array of openings by the application of elastic bands about the moisture-wicking article at opposite ends of the array of openings” of claim 18 should be construed as “dimensioned so that it is capable of being secured over the openings with elastic bands about the article at opposite ends of the openings.” *Id.* at 15 (citing Ex. 1002 ¶¶ 85–86) (emphasis omitted).

In its Response, Patent Owner proposed constructions for “moisture-wicking article” and “secured over the array of openings.” PO Resp. 10–18.

We discern no terms in need of express interpretation. Accordingly, we apply the legal standards set forth above when reading the claims.

## B. THE PARTIES’ POST-INSTITUTION ARGUMENTS

In our Institution Decision, we concluded that the argument and evidence adduced by Petitioner demonstrated a reasonable likelihood that at least one challenged claim was unpatentable. Dec. 37. We must now determine whether Petitioner has established by a preponderance of the evidence that the challenged claims are unpatentable over the cited prior art.

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35 U.S.C. § 316(e). “In an [*inter partes* review], the petitioner has the burden from the onset to show with particularity why the patent it challenges is unpatentable.” *Harmonic Inc. v. Avid Tech., Inc.*, 815 F.3d 1356, 1363 (Fed. Cir. 2016) (citing 35 U.S.C. § 312(a)(3) (requiring *inter partes* review petitions to identify “with particularity . . . the evidence that supports the grounds for the challenge to each claim”)). This burden never shifts to Patent Owner. *See Dynamic Drinkware, LLC v. Nat’l Graphics, Inc.*, 800 F.3d 1375, 1378 (Fed. Cir. 2015) (citing *Tech. Licensing Corp. v. Videotek, Inc.*, 545 F.3d 1316, 1326–27 (Fed. Cir. 2008)) (discussing the burdens of proof in *inter partes* review).

We previously instructed Patent Owner that “any arguments not raised in the [Patent Owner Response] may be deemed waived.” Paper 11, 8; *see also In re NuVasive, Inc.*, 842 F.3d 1376, 1381 (Fed. Cir. 2016) (holding that patent owner’s failure to proffer argument at trial as instructed in scheduling order constitutes waiver). Additionally, the Board’s Trial Practice Guide states that the Patent Owner Response “should identify all the involved claims that are believed to be patentable and state the basis for that belief.” Consolidated TPG<sup>7</sup> at 66.

### C. LEGAL STANDARDS

Petitioner raises three grounds of unpatentability based on anticipation under 35 U.S.C. § 102(b). Dec. 8. Petitioner also raises four groups of unpatentability grounds based on obviousness. *Id.*

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<sup>7</sup> Patent Trial and Appeal Board Consolidated Trial Practice Guide (Nov. 2019), <https://www.uspto.gov/TrialPracticeGuideConsolidated>.

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“A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal Bros., Inc. v. Union Oil Co. of Cal.*, 814 F.2d 628, 631 (Fed. Cir. 1987). To establish anticipation, “all of the elements and limitations of the claim must be shown in a single prior reference, arranged as in the claim.” *Karsten Mfg. Corp. v. Cleveland Golf Co.*, 242 F.3d 1376, 1383 (Fed. Cir. 2001).

The Supreme Court in *KSR International Co. v. Teleflex Inc.*, 550 U.S. 398 (2007), reaffirmed the framework for determining obviousness as set forth in *Graham v. John Deere Co.*, 383 U.S. 1 (1966). The *KSR* Court summarized the four factual inquiries set forth in *Graham* that we apply in determining whether a claim is unpatentable as obvious under 35 U.S.C. § 103(a) as follows: (1) determining the scope and content of the prior art, (2) ascertaining the differences between the prior art and the claims at issue, (3) resolving the level of ordinary skill in the pertinent art, and (4) when in evidence, considering objective evidence indicating obviousness or nonobviousness.<sup>8</sup> *KSR*, 550 U.S. at 406 (citing *Graham*, 383 U.S. at 17–18). In an *inter partes* review, Petitioner cannot satisfy its burden of proving obviousness by employing “mere conclusory statements.” *In re Magnum Oil Tools Int’l, Ltd.*, 829 F.3d 1364, 1380 (Fed. Cir. 2016).

Petitioner must explain how the proposed combinations of prior art would have rendered the challenged claims unpatentable. An obviousness analysis “need not seek out precise teachings directed to the specific subject matter of the challenged claim, for a court can take account of the inferences

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<sup>8</sup> Patent Owner provides no objective evidence indicating nonobviousness. See PO Resp.

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and creative steps that a person of ordinary skill in the art would employ.” *KSR*, 550 U.S. at 418; *accord Translogic*, 504 F.3d at 1259. Petitioner also must articulate a reason why a person of ordinary skill in the art would have combined the prior art references. *NuVasive*, 842 F.3d at 1382.

#### D. LEVEL OF ORDINARY SKILL

Petitioner contends that “a POSITA would be a clinical practitioner with an advanced medical degree, or an individual having a bachelor’s degree in engineering, knowledgeable in the field of normal micturition (voiding) and with experience in the field of urine management and incontinence care including devices for urine collection and management.” Pet. 14 (citing Ex. 1002 ¶ 23). Patent Owner argues that a POSITA “would have had a bachelor’s degree in engineering (e.g., chemical or material sciences), or an advanced medical degree, and at least 1–2 years of experience in designing products related to the biomedical application of material and chemical sciences.” PO Resp. 8 (citing Ex. 2060 ¶ 8).

We agree with Petitioner that the ’508 patent does not involve advances in “material or chemical sciences”; rather, it describes a vacuum urine collector using “moisture-wicking article,” which the patent describes as including paper towel, gauze, felt, and similar materials, secured over a perforated container using, e.g., elastic bands, clips, and snaps. Ex. 1001, Abstract, 4:1–15; Ex. 1017 ¶ 5. The ’508 patent does not focus on “principles of adhesion and cohesion” and “hydrophobic and hydrophilic materials,” as Patent Owner alleges. *See* PO Resp. 9–10. Instead, we agree with Petitioner that knowledge of urine collection devices is what is

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necessary, rather than the more generalized field of “biomedical application of material and chemical sciences.” Ex. 1017 ¶¶ 5–7.

Accordingly, for purposes of this Decision, we adopt Petitioner’s proposed level of ordinary skill as it appears to be consistent with the level of skill reflected in the Specification and in the asserted prior art references. *See Okajima v. Bourdeau*, 261 F.3d 1350, 1355 (Fed. Cir. 2001) (the prior art itself can reflect the appropriate level of ordinary skill in the art). We note, however, that we reach the same decision under either definition of a person of ordinary skill in the art.

#### E. OVERVIEW OF THE PRIOR ART

##### *1. Mahnensmith*

Mahnensmith is a patent publication entitled “Fluid Collection And Aspiration Unit For Management Of Urinary Incontinence” and “relates to thin layer aspiration or perfusion units for collecting vapors or liquids and transferring such fluids to a receiving area.” Ex. 1004, code (54), ¶ 1. More specifically, Mahnensmith states its “invention comprises an aspiration unit for collecting and facilitating management of urinary excretions by individuals that are incontinent.” *Id.* ¶ 1.

Mahnensmith’s Figure 1 is reproduced below.

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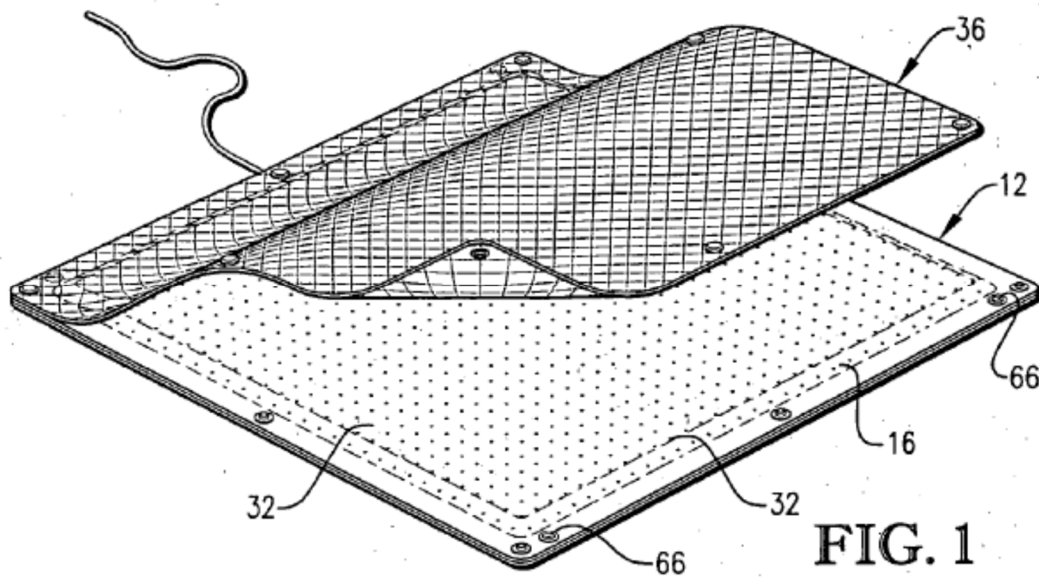


Figure 1 shows a thin layer vapor or liquid collection and aspiration unit for management of urinary incontinence. *Id.* ¶ 12.

Figure 1's unit 10 includes a flexible pad 12 having an outer liquid impermeable layer 14 and a liquid permeable layer 16 "in overlying relationship to layer 14." *Id.* ¶ 17.

Mahnensmith's Figure 2 depicting pad 12 is reproduced below.

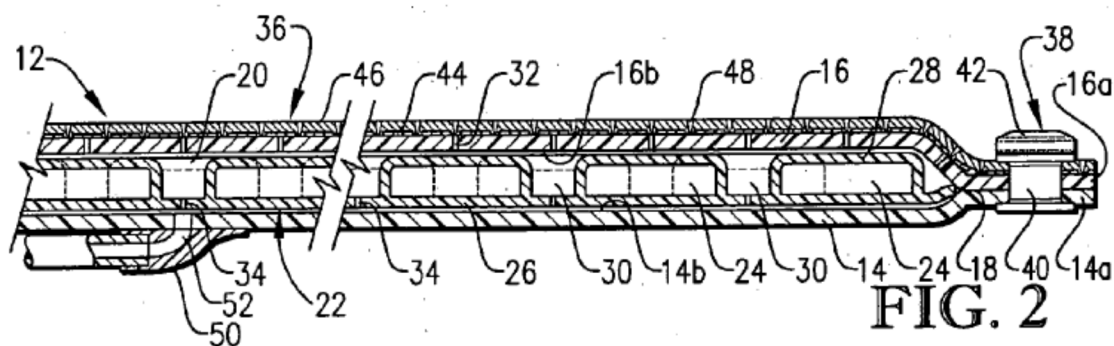


Figure 2 is a cross-sectional view of Figure 1. *Id.* ¶ 13.

Mahnensmith discloses that "[t]he peripheral margins 14a of layer 14 and 16a of layer 16 of layers 14 and 16 are joined by a liquid tight heat seal 18" and "[t]he innermost face 14b of layer 14 and the innermost face 16b of

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layer 16 within the confines of the heat seal 18 joining layers 14 and 16 define an interior space 20.” *Id.* ¶ 17. Mahnensmith describes an intermediate cellular layer 22 within interior space 20 between the innermost faces 14b and 16b that includes “a series of individual, thin wall, liquid impermeable polymeric cells 24, which contain an entrapped fluid, such as air, and that are integral with a polymeric base sheet 26.” *Id.* ¶ 18.

Mahnensmith describes a porous sheet member 36 that “overlays the outermost face of permeable layer 16 and is releasably secured to pad 12 by a series of snap fasteners 38.” *Id.* ¶ 21. According to Mahnensmith, “[t]he resilient porous sheet member 36 desirably is of disposable material with Proctor & Gamble’s DryWeave® material being preferred because of its liquid wicking characteristics.” *Id.* ¶ 22.

Mahnensmith’s Figure 3 is reproduced below.

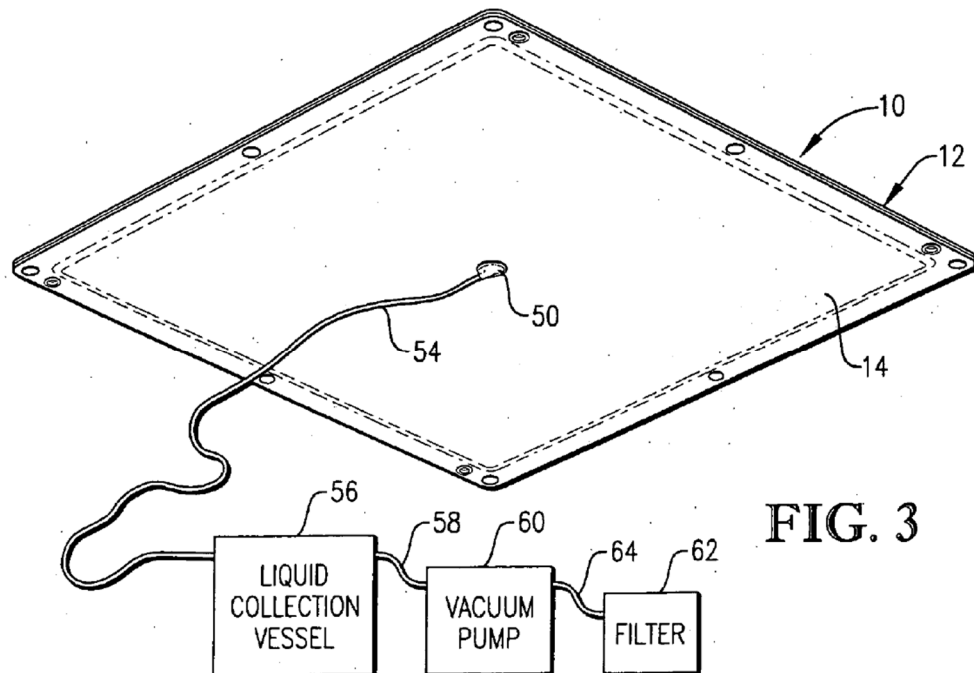


Figure 3 is a bottom view of a pad and aspiration assembly.  
*Id.* ¶ 14.

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Mahnensmith describes a fitting 50 that is heat-sealed to an outer face of the liquid impermeable layer 14, which has an L-shaped passage 52 (shown in Figure 2) communicating with the interior space 20. *Id.* ¶ 23. An elongated flexible conduit 54 is affixed to fitting 50 and leads to a liquid collection vessel 56. *Id.* A tubular line 58 in turn connects the interior of the liquid collection vessel 56 with an input port of a differential pressure device, such as a vacuum pump 60, which may be connected to a filter unit 62 via line 64. *Id.*

Mahnensmith discloses that “[i]n use, the pad 12 of unit 10 is placed beneath the patient on the surface of a bed or a chair or wheelchair seat, and preferably affixed in a desirable position with suitable fasteners such as bungee cords using the openings of grommet 66 for that purpose.” *Id.* ¶ 25.

Mahnensmith discloses another embodiment for a pad that can be worn by an ambulatory patient under their undergarment. *Id.* ¶ 30. Mahnensmith explains that this embodiment—pad 112—“is of construction similar to pad 12 except for its overall size and the manner of attachment of the porous sheet member 136 to the permeable layer 116 of pad 112.” *Id.* The operation and use of pad 112 is the same as described with respect to pad 12. *Id.* ¶ 31. Figure 4 depicting pad 112 is reproduced below.

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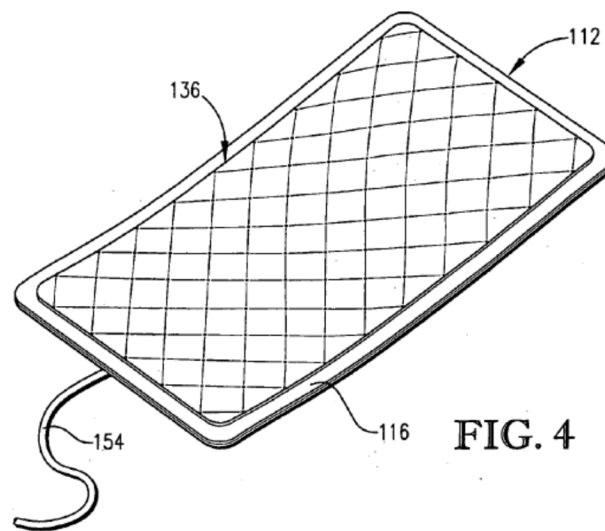


FIG. 4

Figure 4 shows a smaller pad embodiment. *Id.* ¶ 15.

Figure 5 of Mahnensmith depicting pad 112 is reproduced below.

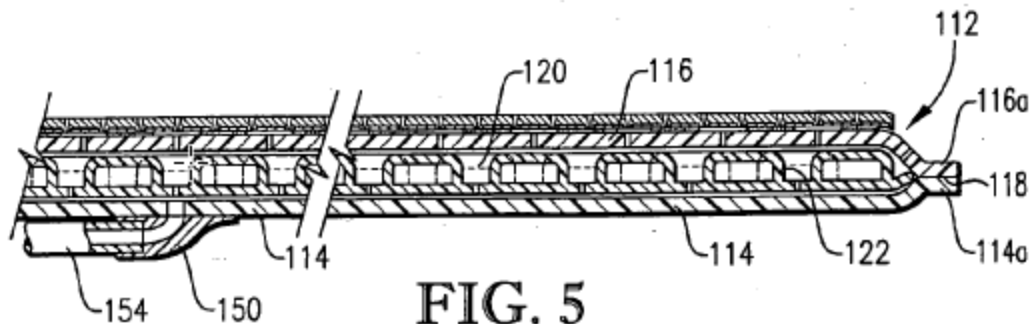


FIG. 5

Figure 5 is a fragmentary enlarged vertical cross-sectional view of the pad as shown in Figure 4. *Id.* ¶ 16.

Mahnensmith's pad 112 includes a porous sheet member 136 that “may be removably affixed to the outermost face of permeable layer 116 by use of double-stick tape located around the perimeter of the porous sheet member 136, and at least at the corners of the sheet member 136.” *Id.* ¶ 30.

## 2. Keane

Keane is a patent entitled “Portable Urinal Provided With Suction Means For Use In Micturition,” which “relates to portable apparatus for use

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in micturition, and more particularly to an apparatus adapted for collecting and conveying urine and other discharges from the region of the external genitalia.” Ex. 1005 at 1:3–4, 1:20–23.

Keane’s Figure 1 is reproduced below.

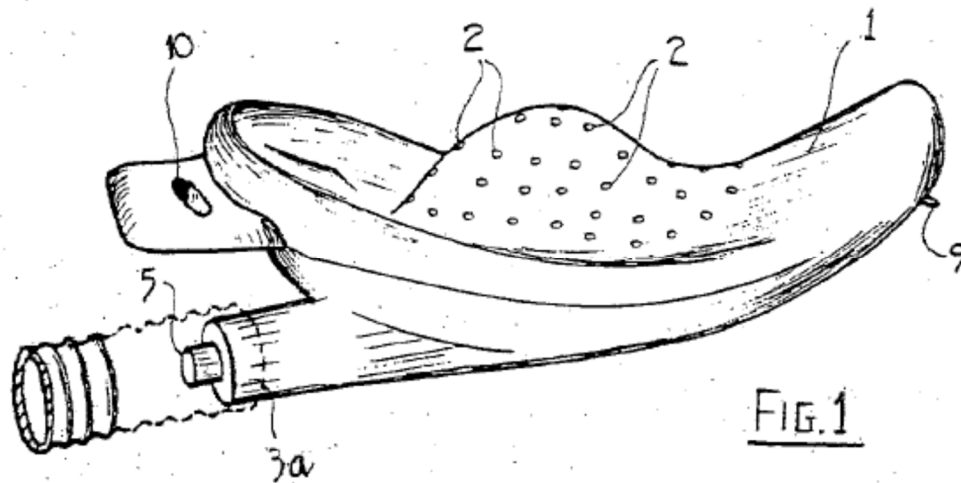


Figure 1 depicts an embodiment of the apparatus for female use.  
*Id.* at 1:46–47.

Figure 1 shows an apparatus including “a suction head 1 being shaped as a modified cast of the external female genitalia.” *Id.* at 1:66–68. Keane explains that the suction head 1 “is made of a semi-rigid, non-irritant material, such as rubber, thermoplastic or the like.” *Id.* at 1:68–70. Keane states:

The suction head 1 is provided with a plurality of ducts 2 constituting inlet means from the surface of the suction head 1, which is in contacting apposition to the external genital organs (the vestibule of the vagina, the vaginal opening, the vestibular fossa, the posterior commissure, and the medial surfaces of the labia), to a central cavity 3 in communication with an outlet 3a at the anterior end of the suction head.

*Id.* at 1:70–2:5.

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Keane's Figure 2 is reproduced below.

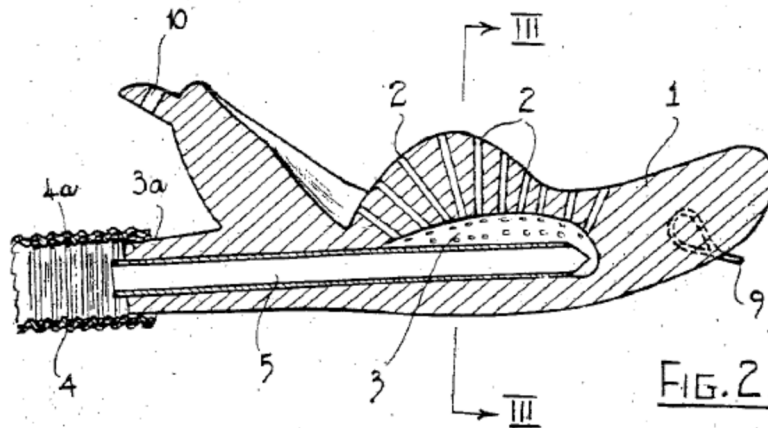


Figure 2 is a sectional view of Figure 1. *Id.* at 1:48–49.

An end of non-collapsible, flexible tubing 4 is connected to the outlet 3a and the tubing 4 leads to a urine container that “is subjected to a gentle partial vacuum by means of a suitable suction pump.” *Id.* at 2:5–10. A suction tube 5 also extends from outlet 3a into the cavity 3. *Id.* at 2:18–19. Keane discloses that “in use, any urine passed will drain through the ducts 2 towards the posterior end of the cavity 3 . . . and direct application of the vacuum through the tube 5 to the posterior end of the cavity 3 will serve to discharge any urine accumulating there quickly.” *Id.* at 2:23–30.

Keane's Figure 4 is reproduced below.

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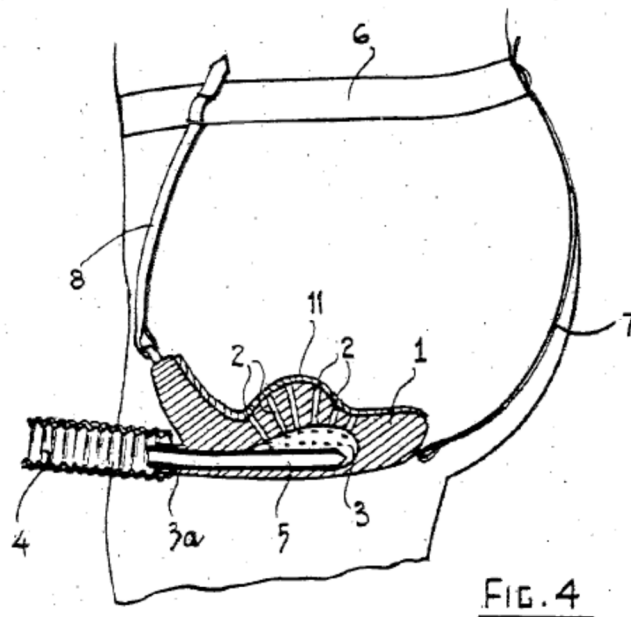


Figure 4 shows the apparatus in use. *Id.* at 1:52–53.

Keane discloses that “[t]he suction head 1 is held and maintained in position not only by virtue of its shape and the vacuum applied to its internal surface but also by means of a posterior elastic strap 7 and two anterior elastic straps 8 adjustably anchored to a waistbelt 6.” *Id.* at 2:34–38. Keane further discloses that “[i]f desired, a layer 11 (see FIG. 4) of absorbent open-cell porous material, such as foam plastic, may be interposed between the innermost contacting surface of the suction head 1 and the external genitalia to maintain uniformity of discharge and to assist prevention of leakage.” *Id.* at 2:47–51. Keane states that the layer 11 “will also serve to support the tissues of the genitalia and prevent them from being sucked into the openings of the ducts 2.” *Id.* at 2:52–55.

### 3. Kuntz 166

Kuntz 166 is a patent entitled “Fluid Aspiration System For The Management Of Urinary Incontinence,” which “relates to urine collection

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and disposal systems, and more particularly, to such systems intended for use by and for incontinent patients.” Ex. 1006, code (54), 1:6–8.

Kuntz 166’s Figure 1 is reproduced below.

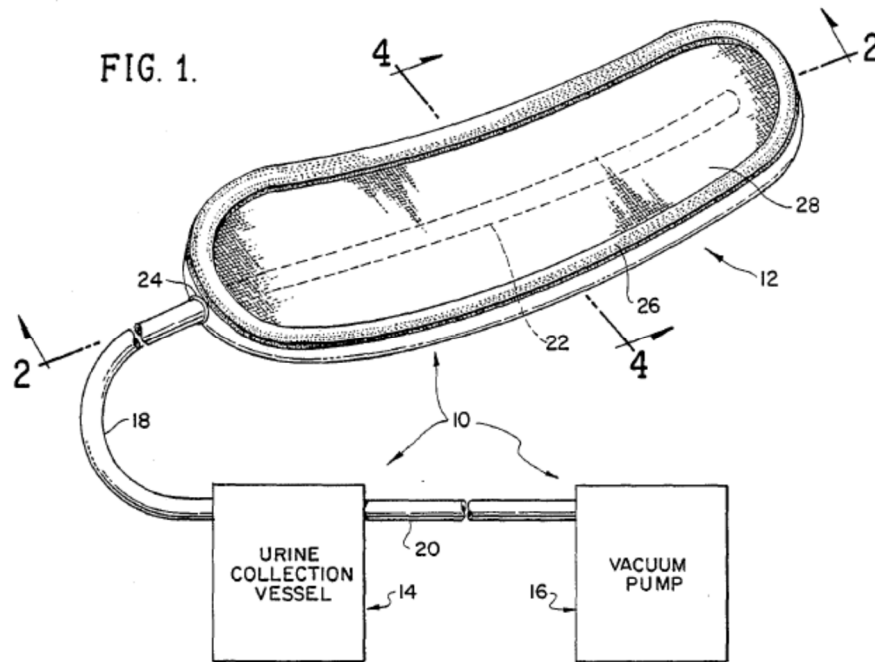


Figure 1 depicts a urine aspiration system. *Id.* at 3:14–16.

Figure 1’s fluid aspiration system 10 includes an absorbent pad 12, a urine collection vessel 14, and a vacuum source 16. *Id.* at 3:35–39. Kuntz 166 discloses vacuum tubing 18 to couple the pad 12 to the urine collection vessel 14 and tubing 20 extending from the urine collection vessel 14 to the vacuum source 16. *Id.* at 3:40–42. The pad 12 includes a central bore 22 extending along a longitudinal direction of the pad 12 from a tubing connector 24 to which the tube 18 is coupled. Kuntz 166 also describes “a peripheral cushioning ring 26 extending about the edge of the upper facing layer 28 of the pad” that “is intended to make direct contact with the patient’s body surrounding the urethral opening and facilitates the

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positioning of the pad to the body surface so that all urine that is expelled by the patient is passed into and absorbed by the pad.” *Id.* at 3:48–52.

Kuntz 166's Figure 2 is reproduced below.

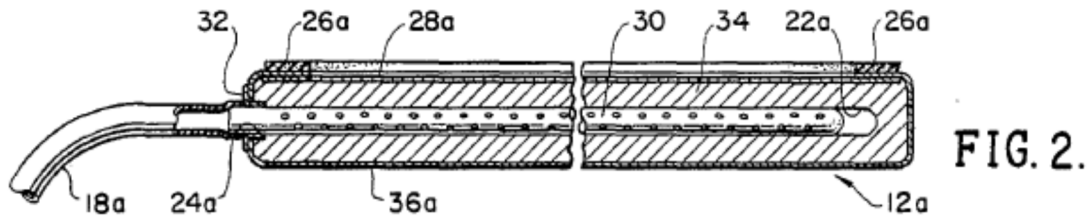


Figure 2 is a cross-sectional view of a pad. *Id.* at 3:17–19.

Kuntz 166 states that a “tube 18a is provided with an extended perforated end portion 30 which may be inserted within pad 12a to occupy substantially the entire extent of the hollow bore 22a of such pad.” *Id.* at 3:61–64. Kuntz 166 also discloses that a “pad 12a is comprised of a core 34 of urine absorptive material encased by an upper facing layer 28a and a lower backing layer 36a.” *Id.* at 4:9–11. Kuntz 166 describes the absorptive material as “highly absorbent cellulose tissue.” *Id.* at 2:48–51. Kuntz 166 also discloses an embodiment in which a core of the pad includes “a sponge formed of expanded cellulose microcellular material fabricated with an open cell construction.” *Id.* at 2:62–65. Kuntz 166 further states, “[i]n any event, the pad constitutes a manifold of capillary cells to which selective aspiration is applied when the pad is coupled to the urine receptacle and vacuum source of the overall system.” *Id.* at 2:65–68. In addition, Kuntz discloses that “[t]he pad 12 is positioned in place on a patient to surround the urethral opening” and “[i]t may be held in place by conventional means, such as adhesive, a sanitary belt, a panty garment or the like.” *Id.* at 5:62–65.

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Kuntz 166's Figure 8 is reproduced below.

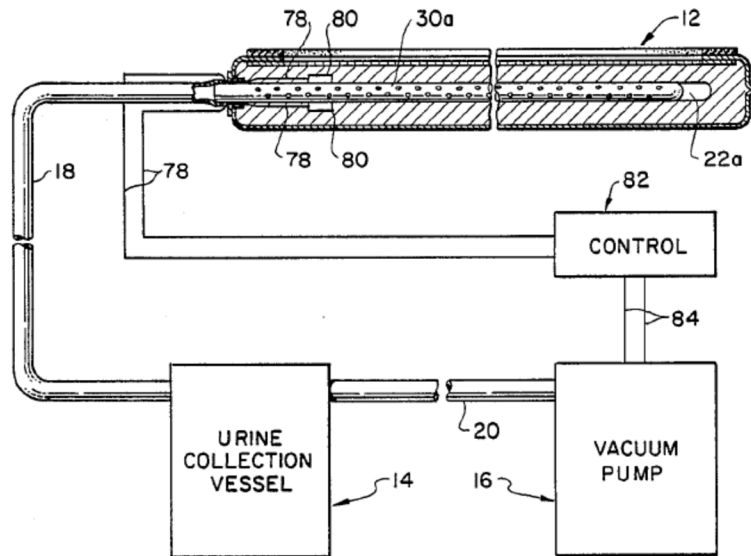


FIG. 8.

Figure 8 is a cross-sectional view of a pad. *Id.* at 3:29–31.

Kuntz 166 further discloses a fluid aspiration system that includes “a urine sensor and a control for the drive motor of the vacuum pump 16.” *Id.* at 6:44–47. Specifically, tube end portion 30a “is provided with a pair of leads 78 terminating in probe electrodes 80.” *Id.* at 6:49–51. Kuntz 166 discloses:

The leads 78 extend outside of the pad 12 to a control box 82 which is coupled via electrical leads 84 to control the actuation of the motor associated with the vacuum pump 16. When the pad 12 is devoid of urine, the vacuum pump 16 is not activated. However, when urine reaches the chamber (bore) 22a, its presence is sensed by the probe electrodes 80 which provide a signal to the control box 82, causing it to activate the motor associated with the vacuum pump 16 so that the pump begins operation to draw the urine out of the pad 12.

*Id.* at 6:51–61.

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#### 4. DesMarais

DesMarais is a patent entitled “Compound Sanitary Napkin,” which “concerns sanitary napkins” that “are considered to be absorbent devices designed to be worn externally of the body by women, usually during their menstrual periods, and to receive and contain menses and other vaginal discharges.” Ex. 1007, code (54), 1:7–11.

DesMarais’s Figure 1 is reproduced below.

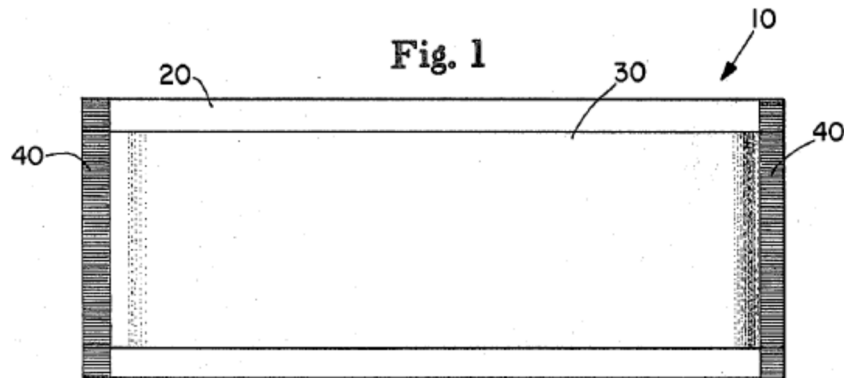


Figure 1 depicts a sanitary napkin. *Id.* at 2:34–35.

DesMarais’s sanitary napkin 10 includes a “primary menstrual pad 30, panty protector 20, and union means having limited extent 40.” *Id.* at 2:65–3:2.

DesMarais’s Figure 3 is reproduced below.

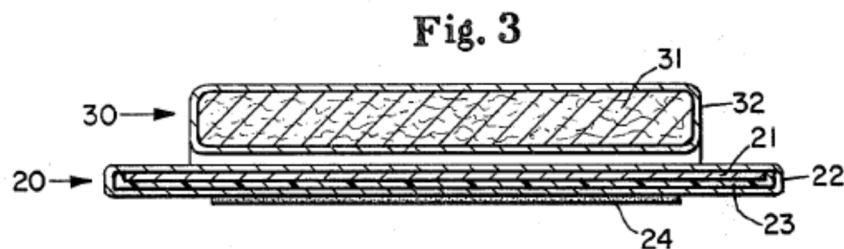


Figure 3 depicts a urine aspiration system. *Id.* at 3:14–16.

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DesMarais describes a pad overwrap 32 that “can be any fluid permeable material commonly used as an overwrap in sanitary napkins or as a topsheet in disposable diapers.” *Id.* at 4:66–5:2. DesMarais further discloses that “[u]seful materials include carded, spun-bonded, melt blown web, air-laid webs, and other non-woven webs of natural or synthetic fibers.” *Id.* at 5:2–5. DesMarais states that a panty protector may be an “absorbent element comprised two sheets of a commercially available two-ply tissue paper towel product having a basis weight of approximately 26 grams per square meter so sold [sic] under the Bounty trademark by Procter & Gamble of Cincinnati, Ohio.” *Id.* at 10:60–65.

#### 5. *Kuntz EP355*

Kuntz EP355 is a European patent specification entitled “Improved Pad And Pad Tube Connector For The Management Of Urinary Incontinence,” which “relates to absorptive aspiratable pads for use in urine collection and disposal systems and, more particularly, to an improved pad which is more efficient in the urine collection and disposal task.” Ex. 1008, code (54), 1:3–7.

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Kuntz EP355's Figure 1 is reproduced below.

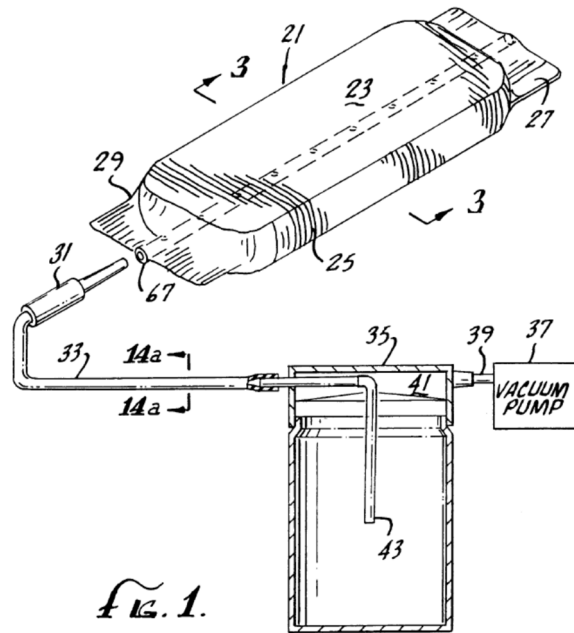


Figure 1 shows an aspiration system using an absorbent pad. *Id.* at 3:5–11.

Kuntz EP355 describes a generally rectangular absorptive pad 21 that “is intended to make direct contact with a patient’s body surrounding the urethral opening, and is easily positionable against the patient, especially between the patient’s body and garments.” *Id.* at 4:7–15. Kuntz EP355 discloses:

The exterior of the absorptive pad 21 is covered with an essentially non-wetting permeable material 25, which envelops the absorptive pad 21, along its length and is sealed at one end 27, hereafter referred to the closed end 27, and may be partially or totally closed at the other end 29, hereafter referred to as the tube end 29, resulting in the contents of the absorptive pad 21 being sealably surrounded by the essentially non-wetting permeable material 25.

*Id.* at 4:18–26.

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Kuntz discloses an improved connector 31 that couples a tube 33 to a tube end 29 of the absorptive pad 21. *Id.* at 4:27–28. The tube 33 is also connected to a urine collection vessel 35, which is connected to a vacuum pump 37 via a tube 39. *Id.* at 4:28–32. Kuntz states:

Urine collection vessel 35 is configured to permit tube 39 to draw air from a space 41 at the upper portion of urine collection vessel 35, creating a reduced pressure, and causing delivery of a mixture of urine and air through tube 33, and through a downcomer tube 43 directed into the urine collection vessel 35.

*Id.* at 4:34–40.

Kuntz EP355's Figure 2 is reproduced below.

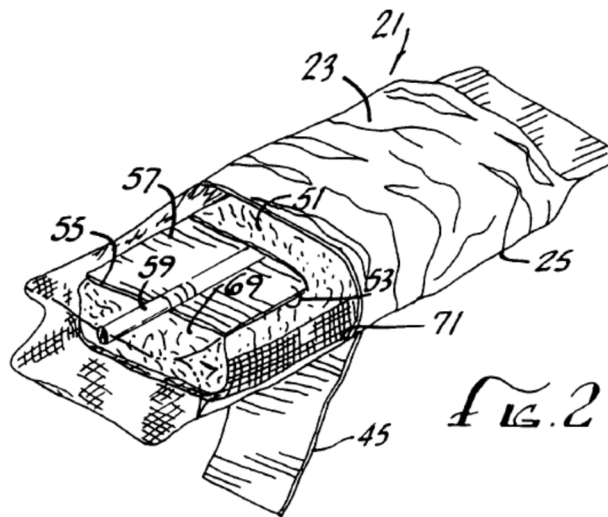


Figure 2 is a cutaway view of Figure 1's pad. *Id.* at 3:13–14.

Kuntz EP355 discloses:

At the bottom of pad 21 is an adhesive layer having a plastic or other non-sticking tear-away strip 45 which may be removed to expose the adhesive layer. The adhesive layer, to be shown later, is attached to the outer permeable non-wetting layer 25 and facilitates the fixation of the pad 21 to the inner surfaces of the user's garments, diaper or covering, when the pad 21 is utilized and held in place with a garment, diaper or covering. At the outer

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periphery, the permeable non-wetting layer 25 is illustrated as surrounding all of the layers in absorbent pad 21. At the top 23 of the absorbent pad 21, and adjacent and inward of the permeable non-wetting layer 25, is a highly absorbent inner layer 51 which extends continuously enclosing an inner volume of the absorbent pad 21, and within the boundary of the permeable non-wetting layer 25.

*Id.* at 4:42–58. Kuntz EP355 further describes a wick tube assembly 53 including “a first layer of wicking material 55 and at least a second layer of wicking material 57 sandwiching a tube 59.” *Id.* at 5:3–5. Kuntz EP355 states that wicking materials 55, 57 are “planar, porous sheets of material,” “have a paper towel like consistency,” and “must be absorbent enough to attract liquid and transmit liquids through wicking action, but not retentive of liquid in a manner which would inhibit wicking.” *Id.* at 5:7–15.

Kuntz EP355’s Figure 3 is reproduced below.

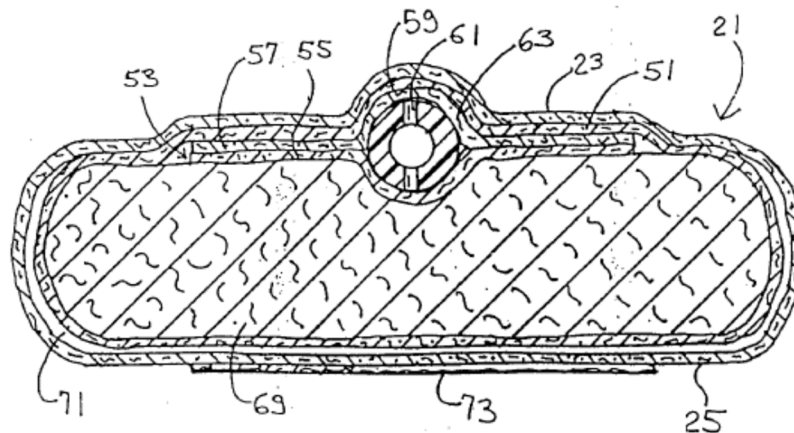


FIG. 3

Figure 3 is a cross-section of Figure 1’s pad along line 3–3. *Id.* at 2:34–35.

Kuntz EP355 describes tube 59 as perforated and includes upper apertures 61 and lower apertures 63 along its length within the pad 21. *Id.* at

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5:5–6, 5:40–48. Kuntz EP355 further discloses a bulk absorbent material 69 underneath the wick tube assembly and adjacent the highly absorbent inner layer 51. *Id.* at 6:15–17. Kuntz EP355 describes the bulk absorbent material 69 as a material having “rapid absorption and release of urine, and acts as a temporary reservoir for increasing holding capacity.” *Id.* at 6:17–21. Kuntz EP355’s pad 21 further includes an impermeable lower liner 71 to prevent wetting of a patient’s garments or bedding. *Id.* at 6:30–34.

#### F. ANTICIPATION BY MAHNENSMITH: CLAIMS 1, 3–8, AND 17–19

Petitioner argues that Mahnensmith anticipates claims 1, 3–8, and 17–19. Pet. 16–26.

##### 1. *Claim 1*

##### a. Petitioner’s Contentions

Petitioner submits that Mahnensmith discloses the following claim limitations of claim 1 of the ’508 patent:

urine collection device for use in a system for transporting urine voided from a person or an animal by drawing the urine into a moisture-wicking article that is disposed in contact with a region of the person or animal surrounding an urethral opening, and further drawing the urine into the collection device from the moisture-wicking article, comprising,

Pet. 18–19 (citing Ex. 1004, Abstract Fig. 1–5, ¶¶ 1, 22, 25, 30, 31; Ex. 1002 ¶¶ 131–133, 137, 138, 142, 144); “a container defining a chamber for collecting urine,” Pet. 19–20 (citing Ex. 1004 ¶¶ 8, 11, 17, 25, claim 1 Fig. 1–4; Ex. 1002 ¶¶ 134, 144); “wherein the container is closed, except for having an array of openings through which urine can be drawn into the chamber and at least one outlet port through which urine can be drawn away from the chamber,” Pet. 20–21 (citing Ex. 1004 ¶¶ 8, 20, 23, 25, 30, 31

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Fig. 1, 3; Ex. 1002 ¶¶ 135–136, 144); “wherein an elongated exterior of the container is configured and dimensioned for enabling a moisture-wicking article to be secured over the array of openings of the container by wrapping the article over the array and securing the wrapped article,” Pet. 21–22 (citing Ex. 1004, Figs. 1, 2, 4, 5, ¶¶ 9, 21, 30, claims 7, 20; Ex. 1002 ¶¶ 137–141, 144); and “for enabling said secured moisture-wicking article to be disposed in contact with the region of a female body surrounding the urethral opening,” Pet. 22 (citing Ex. 1004, 24, 25, 30, 32; Ex. 1002 ¶¶ 142, 144).

#### b. Patent Owner’s Arguments

Patent Owner notes that there are two embodiments disclosed in Mahnensmith—pad 12 and pad 112. PO Resp. 41–43. Patent Owner raises several arguments against Pad 12, including that it is not elongated, and it is not “configured and dimensioned . . . for enabling said secured moisture-wicking article to be disposed in contact with . . . the region of a female body surrounding the urethral opening.” PO Resp. 43–46 (pad 12 elongated), 46–47 (no “configured and dimensioned” for pad 12 generally), 48–49 (no “region of a female body . . .” for pad 12), 49–52 (for the specific function of “for enabling said secured moisture-wicking article to be disposed in contact with . . . the region of a female body surrounding the urethral opening” for pad 12). Patent Owner also argues that neither pad 12 nor pad 112 meet the “region of a female body surrounding the urethral opening” limitation. *See id.* at 48–49 (pad 12), 60–63 (pad 112). As for pad 112, Patent Owner argues that “porous sheet member 136” is not “over the array” of openings, that it is not “configured and dimensioned” for “enabling contact with the region of a female body surrounding the urethral

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opening,” and that it lacks an “elongated exterior . . . configured and dimensioned for . . . wrapping the article over the array.” *Id.* at 53–65. We consider each argument in turn.

### c. Analysis

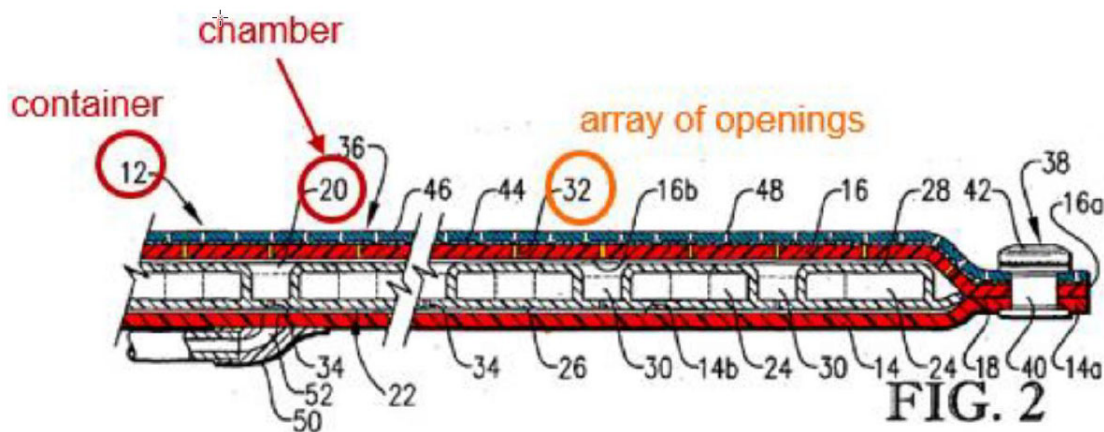
Having review Petitioner’s evidence and argument, we find that Petitioner has shown by a preponderance of the evidence that pad 112 of Mahnensmith anticipates claim 1 of the ’508 patent. *See* Pet. 16–22; Ex. 1002 ¶¶ 131–144. We address Patent Owner’s arguments below.

Because we find that pad 112 anticipates claim 1 and for the sake of brevity, we do not address Patent Owner arguments directed to only pad 12. Instead, we focus our analysis on the embodiment shown in pad 112, and Patent Owner’s arguments corresponding to that embodiment. We note, however, Petitioner explains that Mahnensmith discloses that pad 112 “is of construction similar to pad 12 except for its overall size and the manner of attachment of the porous sheet member 136 to the permeable layer 116 of pad 112.” Reply 19 (citing Ex. 1004 ¶¶ 30, 31 (“The operation and use of pad 112 is the same as described with respect to pad 12 . . . .”); Pet. 17 (showing pad 112, citing Ex. 1004 ¶¶ 30, 31)). Thus, in our discussion below, we do cite to pad 12 because Mahnensmith provides most of the explanation of how both the pads operate in the context of its discussion of pad 12. We also note that we include a lengthy discussion of Figure 2, which depicts a cross-sectional view of pad 12 because one of Patent Owner’s arguments depends heavily on an analysis of Figure 2.

Patent Owner’s first argument with respect to pad 112 is that the Petitioner failed to establish that pad 112 is “configured and dimensioned for enabling a moisture-wicking article to be secured over the array of openings

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... by wrapping the article over the array.”<sup>9</sup> PO Resp. 53–60. Patent Owner’s arguments (supported by similar testimony of Mr. Jezzi (Ex. 2060 ¶¶ 166–176) arise from Petitioner’s annotated version of Figure 2 of Mahnensmith depicting pad 12 (reproduced below).



Petitioner’s annotated version of Figure 2 of Mahnensmith showing the container 12, chamber 20, and array of openings 32. Pet. 17.

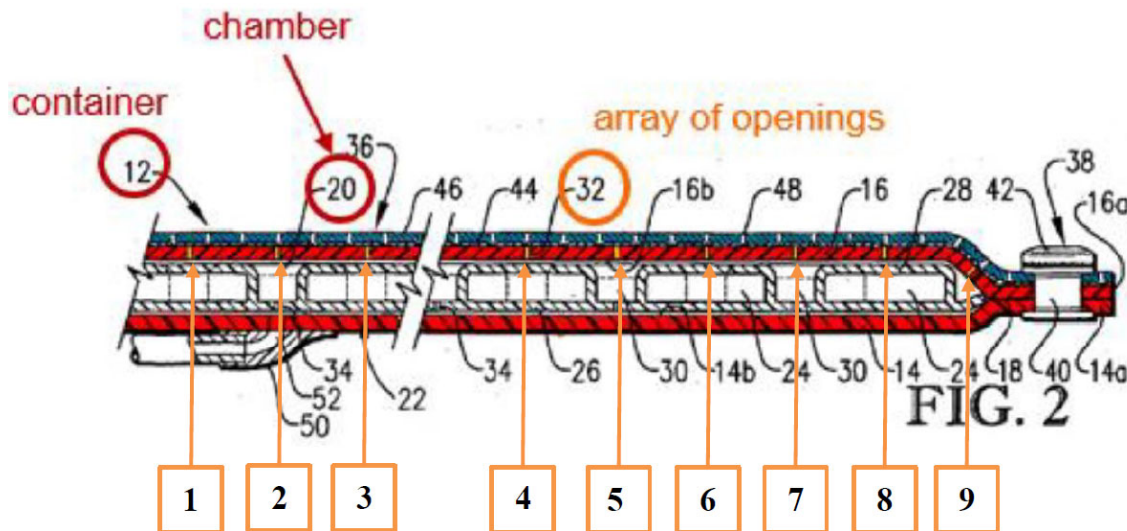
In the Patent Owner Response and Mr. Jezzi’s Declaration, Patent Owner and Mr. Jezzi further annotate this figure, reproduced below, to include elements 1–9 depicting what Patent Owner asserts are nine openings

<sup>9</sup> Patent Owner also argues that the Petition is insufficient because it never included a detailed analysis of pad 112 as depicted in Figures 4 and 5 of Mahnensmith. PO Resp. 55; Sur-Reply 21. In particular, Patent Owner complains that the Petition never included an annotated version of Figures 4 and 5 and never identified where the array of openings was in Pad 112. *Id.* Patent Owner contends that this renders the Petition insufficient under 37 C.F.R. § 42.104(b)(4). We disagree that the Petition fails to meet Rule 42.104(b)(4). There is no requirement of providing annotated version of every figure. Here, we find that Petitioner provides a detailed analysis of both embodiments with citations to Mahnensmith. Pet. 16–22. We find this is sufficient to comply with Rule 42.104(b)(4).

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that Petitioner argues constitute an “array of openings.” PO Resp. 54;  
Ex. 2060 ¶ 168.

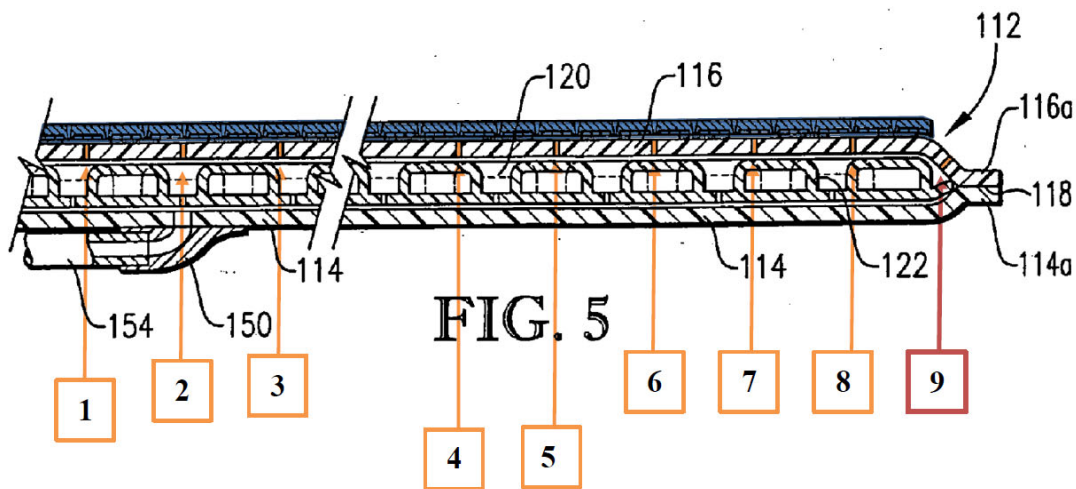


Patent Owner’s Annotated version of Petitioner’s Annotated Figure 2 of Mahnensmith, showing alleged openings 1–9 in the drawing. PO Resp. 54.

Based on this annotation of the annotation of Figure 2 from the Petition, Patent Owner and Mr. Jezzi create an annotated version of Figure 5 (reproduced below) of Mahnensmith. PO Resp. 55–57; Ex. 2060 ¶ 169. Figure 5 is a “fragmentary enlarged vertical cross-sectional view of pad [112].” Ex. 1004 ¶ 16. Patent Owner maps what Patent Owner contends are openings of pad 12 shown in Figure 2 of Mahnensmith onto pad 112 shown Figure 5 of Mahnensmith, and alleging that one of the “openings” (i.e., element 9) of pad 112 identified in this annotated version of Figure 5 is not covered by the porous sheet, highlighted in blue. PO Resp. 56; Ex. 2060 ¶ 169.

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Patent Owner's annotated version of Figure 5 of Mahnensmith showing what Patent Owner contends are nine openings in pad 112, including one (element 9) which is not covered by porous sheet 136 (highlighted in blue).  
PO Resp. 56; Ex. 2060 ¶ 169.

Based on its interpretation of Figure 5 of Mahnensmith, Patent Owner and Mr. Jezzi argue that Petitioner has failed to show that Mahnensmith's porous sheet 136 covers the "array of openings" recited in claim 1. PO Resp. 57 (asserting that Petitioner identifies *all* openings, not a subset of openings, as "the array of openings"); Ex. 2060 ¶ 170. Patent Owner and Mr. Jezzi contend that Dr. Newman agreed that Patent Owner's annotated version of Figure 5 (reproduced above) "accurately depicts porous sheet 136 and layer 116's 'openings.'" *Id.* at 58 (citing Ex. 2039, 172:5–174:3); Ex. 2060 ¶ 172.

We disagree with Patent Owner's characterization of Figure 5 of Mahnensmith, in particular that there is an uncovered "hole 9" in Figure 5, because it represents an unreasonable and unsupported interpretation of the reference. To begin with, we agree with Petitioner (Reply 23 n.5) that Dr. Newman never conceded there was an uncovered hole or that Patent Owner's annotated Figure 5 "accurately" represented anything. A full review of her deposition testimony reveals she merely agreed the annotated

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Figure 5 showed features labeled openings, but immediately disagreed with Patent Owner's interpretation of the annotation and offered theories why the drawing is not accurate. *See* Ex. 2039, 156:21–157:4, 172:5–174:3. We find that Patent Owner's characterizations of Dr. Newman's testimony to be inaccurate.

As for Patent Owner's and Mr. Jezzi's theory of an uncovered hole, we find it is inconsistent with Mahnensmith and that it is based entirely on speculation, inconsistent with how a person of ordinary skill would have understood Mahnensmith, and thus is not credible and give it little weight. Mahnensmith describes no uncovered openings. *See* Ex. 1017 ¶ 64. Indeed, Figure 4 of Mahnensmith, which also illustrates pad 112, does not show any uncovered openings. Ex. 1004, Fig. 4, ¶ 15 (explaining Fig. 4); Ex. 1017 ¶ 64. We further note that Mahnensmith only labels one feature in Figure 2 as an opening. *See* Ex. 1004, Fig. 2 (number 32). As for Figure 5, it labels *none* of its features as openings. *See id.* at Fig. 5. There is no textual description in Mahnensmith that most of the lines in the drawings the parties are now vigorously fighting over are even openings.

Patent Owner, understandably, wants to focus our attention almost entirely on the Petition and its coloring of certain features of Figure 2 orange. PO Resp. 54–60. From this launching point, already removed from Mahnensmith, Patent Owner and Mr. Jezzi make a further series of unsupported leaps. First, Patent Owner and Mr. Jezzi seem to assume that the drawings are to scale. However, it is well-established that patent drawings are not engineering drawings and are normally not to scale. *See Nystrom v. TREX Co.*, 424 F.3d 1136, 1149 (Fed. Cir. 2005). Second, they seem to assume that Figure 2 and Figure 5 are essentially identical, but a

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close examination of these drawings reveals they are not identical and have differences in the hatching and lines, particularly in the contested region where Patent Owner asserts there is an uncovered opening. Mahnensmith makes clear that although pad 12 and pad 112 are “similar” in construction, they are not identical. *Id.* ¶ 30. Given the number of subtle differences apparent on a careful examination of the two figures—including the differences in size and cross-hatching, we decline simply to follow Patent Owner and Mr. Jezzi in their speculative one-to-one mapping between Figures 2 and 5 without some justification beyond some similarity between the embodiments.

Here, we find the testimony of Dr. Newman of why pad 112 of Mahnensmith cannot have an uncovered opening credible, well-reasoned, and entitled to significant weight. *See* Ex. 1017 ¶¶ 64–68. We note that

In an anticipation analysis, the dispositive question is whether a skilled artisan would “reasonably understand or infer” from a prior art reference that every claim limitation is disclosed in that single reference. *Akamai Techs., Inc. v. Cable & Wireless Internet Servs., Inc.*, 344 F.3d 1186, 1192 (Fed. Cir. 2003). Expert testimony may shed light on what a skilled artisan would reasonably understand or infer from a prior art reference. *Monsanto Tech. LLC v. E.I. DuPont de Nemours & Co.*, 878 F.3d 1336, 1345 (Fed. Cir. 2018).

*Acoustic Tech., Inc. v. Itron Networked Sols., Inc.*, 949 F.3d 1366, 1373 (Fed. Cir. 2020).

Dr. Newman explains that Mr. Jezzi fails to adequately account for what Figure 4 depicting pad 112 would have disclosed to a person of ordinary skill in the art. Ex. 1017 ¶ 64. Moreover, Dr. Newman explains that a person of ordinary skill would understand that Mahnensmith’s pad 112 cannot have uncovered openings because

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Mahnensmith states that its moisture-wicking article is “removably affixed to the outermost face of permeable layer 116 by use of double-stick tape located around the perimeter of the porous sheet member 136...” (Ex. 1004 at ¶30.) If there is an exposed opening at the perimeter, as Mr. Jezzi claims, that would mean that the double-sided tape would cover it, so it is not an “opening.” A POSA would not assemble a vacuum-assisted urine collection device like Mahnensmith’s just to cover its vacuum openings with tape, as that would defeat the purpose of having any inlet openings there in the first place. Moreover, the opening(s) would make it difficult for the tape to stay secure in that location.

Ex. 1017 ¶ 67. In addition, Dr. Newman testifies

a POSA would understand that it would be impractical to leave an uncovered opening in pad 12<sup>[10]</sup>. Doing so would serve no functional purpose and would result in numerous drawbacks. For example, urine could leak back out the openings leading to incontinence-associated dermatitis, and the uncovered opening would result in an uncomfortable negative pressure against the patient’s skin, which could draw skin into the openings and could also lead to skin breakdown. Indeed, exposed openings would defeat one of the reasons for using a moisture-wicking article in the first place. I note that Keane, for example, discusses that concern with having uncovered openings. (Ex. 1005 at 2:47–56 (a soft layer over the suction openings “will also serve to support the tissues of the genitalia and prevent them from being sucked into the openings of the ducts”).) In addition, an uncovered opening could result in increased suction-generated noise.

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<sup>10</sup> We understand this to be a typographical error because this section of Dr. Newman’s declaration deals with only pad 112, and Patent Owner does not allege that there are any uncovered openings in pad 12. Indeed, Patent Owner recognizes this in its Sur-Reply. *See* Sur-Reply 24–25 (“In ¶68, she says holes in pad 112’s outer-perimeter could leak, but ignores they are where pad 112 ‘conform[s] to the surface of the patient’s body’ so urine cannot leak through them. Mahnensmith, [0032]; Jezzi-Decl., ¶174”).

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Ex. 1017 ¶ 68. We agree with Dr. Newman and find that a person of ordinary skill reviewing Mahnensmith would reasonably understand or infer that there are no uncovered openings in pad 112 as Patent Owner contends. In contrast, Mr. Jezzi's testimony on this issue is not credible. Mr. Jezzi provides insufficient analysis of how a person of ordinary skill would look at these drawings in view of the state of the art, as Dr. Newman does, or recognition of the manifold problems identified by Dr. Newman, such as leaking urine, skin breakdown that his interpretation of Figure 5 would cause. *See* Ex. 2060 ¶¶ 167–171. Indeed, we agree with Dr. Newman's testimony that Mr. Jezzi's contention that urine would not leak because this part of pad 112 would conform to the woman's body (Sur-Reply 24–25; Ex. 2060 ¶ 174) would not make sense given the sensitivity of the area (genitalia region) involved. *See* Ex. 2063, 95:2–24. Instead, Mr. Jezzi's testimony focuses narrowly on the annotated version of Figure 2 and the coloring used in that annotation treating a person of ordinary skill like an automaton. We find this analysis not credible and entitled to little weight.

In its Sur-Reply, Patent Owner takes a new tack. Patent Owner now argues that Petitioner's arguments demonstrate that Mahnensmith is ambiguous and an ambiguous reference cannot form the basis of an anticipation reference. *See* Sur-Reply 21–25 (citing *Wasica Finance GmbH v. Cont'l Auto. System, Inc.*, 853 F.3d 1272, 1284 (Fed. Cir. 2017)). We disagree that Mahnensmith is ambiguous. As we explained above, Patent Owner's and Mr. Jezzi's theory of an uncovered opening is unreasonable and contrary to what a person of ordinary skill would understand Mahnensmith disclosing. *See supra* 35–37. Mahnensmith discloses that “[a] disposable porous sheet may be replaceably mounted in overlying

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relationship to the permeable outer layer of the pad.” Ex. 1004 ¶ 9. And that “porous sheet member 36 overlays the outermost face of permeable layer 16 and is releasably secured to pad 12 by a series of snap fasteners 38.” *Id.* ¶ 21; claim 7. Mahnensmith describes that Pad 112 has a similar construction to pad 12, but “porous sheet member 136 . . . may be removably affixed . . . by use of double-stick tape...” *Id.* ¶ 30; claim 20 (“porous sheet in overlying relationship...[secured with] double-sided sticky tape”). Pad 12 and Pad 112 have “similar features” and Mahnensmith explains that “porous sheet member 136, which is also preferably Dry Weave® material may be removably affixed to the outermost face of permeable layer 116 by use of double-stick tape located around the perimeter of the porous sheet member 136 . . . .” *Id.* ¶ 30. We find this sufficiently discloses that “porous sheet member 136” is over the array of openings in pad 112 of Mahnensmith. *See* Pet. 21–22 (citing Ex. 1002 ¶¶ 137–141).

Patent Owner’s second argument is that neither pad 12 nor pad 112 is not “configured and dimensioned” for enabling contact with the region “surrounding the urethral opening.” PO Resp. 48–49 (addressing pad 12), 60–63 (addressing pad 112, but referring back to the analysis of pad 12). In particular, Patent Owner contends that “‘the region of a female body surrounding the urethral opening’ is protected by the labia, which must be parted for this region to be accessed.” *Id.* at 60. Patent Owner asserts that “Dr. Newman testified in connection with the Keane ground that ‘the regions of the female body surrounding the urethral opening’ are ‘the vestibule of the vagina, the vaginal opening, the vestibular fossa, the posterior commissure, and the medial surfaces of the labia.’” *Id.* at 48

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(citing Ex. 1002, p. 47). Patent Owner argues that “[f]or the ‘moisture-wicking article to be disposed in contact with’ the external female genital organs Dr. Newman identified, a typical woman’s labia must be spread apart because the labia covers and protects these anatomical features and the urethral opening.” *Id.* at 49 (citing Ex. 2060 ¶ 151; Ex. 2039, 88:12–22). Patent Owner argues that “[t]his is consistent with the specification’s disclosure that the secured moisture-wicking article is ‘held snugly against the external urethra.’” *Id.* (citing Ex. 1001, 5:13–18). Patent Owner asserts that “[t]he moisture-wicking article cannot be so held if the container to which it is secured is not ‘configured and dimensioned’ to be disposed between parted labia, because un-parted labia would prevent the article from being ‘held snugly against the external urethra.’” *Id.*

We disagree with Patent Owner that the claim limitation “enabling said secured moisture-wicking article to be disposed in contact with the region of a female body surrounding the urethral opening” requires intra-labial placement. Beginning with the claim language itself, there is no mention of the labia and the claim broadly recites a *region* surrounding the urethral opening, which does not indicate the claim is as narrowly limited as Patent Owner suggests. As for the Specification, Patent Owner points to a statement that the moisture-wicking article is “held snugly against the urethra,” but nothing in this statement requires intra-labial placement. *See* Ex. 1001, 5:15–16. More importantly, in our view, the ’508 patent states:

The [Kuntz 166] pad is *configured to make direct contact with the region of a female person’s body surrounding the urethral opening* and facilitates the positioning of the pad to the body surface so that urine that is expelled by the person is passed into and absorbed . . . .

Ex. 1001, 1:19–23 (emphasis added).

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Dr. Newman testifies that “[a] POSA would understand that the Kuntz 166 is a pad, just like the Mahnensmith pad, and is not designed to be positioned intra-labially.” Ex. 1017 ¶ 51. Dr. Newman explains that a person of ordinary skill in the art “would understand Kuntz’s pad is disposed near the genitalia like a menstrual pad.” *Id.* We note that Mr. Jezzi agreed at his deposition that Kuntz 166’s pad is not positioned intra-labially, but rather is positioned near the external genitalia. Ex. 1018, 165:12–18, 185:8–20. Mr. Jezzi agreed that pad 112 of Mahnensmith is positioned similarly to the pad of Kuntz 166. Ex. 1018, 185:8–20. We find Dr. Newman’s testimony well-reasoned and supported and give it substantial weight. Given the ’508 patent’s statement regarding Kuntz 166 and our understanding of how the pad of Kuntz 166 is configured based on the testimony of Dr. Newman and Mr. Jezzi, we conclude that the intrinsic evidence does not support Patent Owner’s “intra-labial” requirement. We agree with and credit Dr. Newman’s testimony that the ’508 patent does not require intra-labial positioning. Ex. 1017 ¶ 52.

Patent Owner also contends that Dr. Newman admitted that intra-labial placement was required. PO Resp. 48; Sur-Reply 28. But we agree with Dr. Newman’s explanation that the statement cited by Patent Owner (Ex. 1002, p. 47) merely “was referring to how Keane’s device in particular was disposed against the female body, not saying that the claim term was limited to this one manner of positioning.” Ex. 1017 ¶ 53. We agree and credit Dr. Newman’s explanation that this understanding is consistent with the numerous statements in Dr. Newman’s declaration that do not require intra-labial placement. *Id.* ¶ 54.

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Given this understanding of the claim scope, we find that Petitioner has shown sufficiently that Mahnensmith discloses this limitation.<sup>11</sup>

Ex. 1004 ¶¶ 30, 32; Ex. 1002 ¶¶ 142, 144; Ex. 1017 ¶¶ 49–60.

Patent Owner’s third argument is that Mahnensmith does not anticipate because Mahnensmith’s porous sheet member 136 depicted in pad 112 is “overlayed” not “wrapped.” PO Resp. 63–65; Sur-Reply 28–29. Patent Owner asserts that “[t]he specification describes the container as configured and dimensioned for enabling the moisture-wicking article to be ‘wrapp[ed] **around** the device.’” PO Resp. 64 (quoting Ex. 1001, 5:3–9, Fig. 2). Patent Owner, pointing to a dictionary definition, argues that “‘overlaying’ refers to ‘lay[ing] or plac[ing] (one thing) over or upon another.’” *Id.* (quoting Ex. 2023).

We agree with Petitioner that Mahnensmith describes “wrapping the article over the array.” Reply 20 (citing Ex. 1002 ¶¶ 140, 144; Ex. 1017 ¶¶ 71, 72). The claims do not recite “wrapping around” the device. Our understanding of the claims is supported by the portion of the specification

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<sup>11</sup> Patent Owner argues that Petitioner raises a new theory. Sur-Reply 27–28. We do not find this persuasive. The arguments in Petitioner’s Reply are consistent with its previous arguments. Patent Owner argued that the challenged claims required intra-labial placement and Dr. Newman and Petitioner responded directly to this argument indicating the actual scope of the claim and explaining clearly how Mahnensmith was consistent with the ’508 patent’s and Mr. Jezzi’s admissions and characterizations. We find that consistent with Petitioner’s prior arguments, and that, in any event, Patent Owner had adequate notice of arguments based on admissions in its own patent and by its own expert. *See Genzyme Therapeutic Prod. Ltd. P’ship v. Biomarin Pharm. Inc.*, 825 F.3d 1360, 1366 (Fed. Cir. 2016) (finding Board’s final written decision complied with Administrative Procedures Act because the patent owner had notice of “new evidence” supporting an existing obviousness theory).

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cited by the Patent Owner, which explains that “*in one embodiment . . . the moisture-wicking article 20 is secured over the array of opening in the container . . . by wrapping the article 20 around the device.*” Ex. 1001, 5:3–6 (emphases added). Thus, it is clear that this description only describes one embodiment, and that the inventors were aware of how to describe “wrapping around the device” but chose a different, broader phrase—“wrapping . . . over the array”—for use in the claims. We decline to limit the broader language to require the moisture-wicking article to be wrapped “around” the container. *See Innova/Pure Water, Inc. v. Safari Water Filtration Sys., Inc.*, 381 F.3d 1111, 1117 (Fed. Cir. 2004) (“[P]articular embodiments appearing in the written description will not be used to limit claim language that has broader effect.”). With that clarification, we find that Petitioner’s evidence establishes that Mahnensmith discloses “wrapping . . . over the array” of openings. We find that Dr. Newman credibly testifies that Mahnensmith discloses “wrapping . . . over the array.” Ex. 1002 ¶¶ 140, 144; Ex. 1017 ¶¶ 71, 72. As Dr. Newman explains,

Mahnensmith states that its article is “replacably mounted in overlying relationship to the permeable outer layer of the pad” and that the article “overlays the outermost face of . . . layer 16” and is “releasably secured to” the pad. (Ex. 1004, ¶¶ 9, 21, 30–32.) That is exactly what “wrapping over” openings is. And Figure 1 shows the article being wrapped over the openings. Indeed, Mahnensmith described that feature as an improvement to Kuntz 166. (Ex. 1004, ¶¶ 6, 9.)

Ex. 1017 ¶ 72.

We find Dr. Newman’s testimony to be well-reasoned and consistent with the evidence and entitled to significant weight. Ex. 1002 ¶¶ 140, 144; Ex. 1017 ¶¶ 71, 72. Patent Owner and Mr. Jezzi cite to Exhibit 2023, which is a dictionary definition of “overlay.” *See* PO Resp. 64; Sur-Reply 28–29;

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Ex. 2060 ¶ 187; Ex. 2023. However, we fail to see how a definition of “overlay” without a definition of “wrapping” informs much about this discussion. Although Mahnensmith uses “overlying,” the claims of the ’508 patent use “wrapping.” Dr. Newman credibly explains, with specific reference to the claim language and Mahnensmith, how Mahnensmith meets this limitation. We agree with Dr. Newman that, if anything, “Mr. Jezzi’s reference to a definition of ‘overlay’ (Ex. 2023) simply proves that it is a reference to wrapping ‘over.’” Ex. 1017 ¶ 72.

Finally, Patent Owner argues that Mahnensmith’s pad 112 does not have an “exterior” that is “configured and dimensioned for enabling” the porous sheet “to be secured over the array by wrapping” because “porous sheet 36/136 is laid on the flat pad 12/112 and secured via . . . ‘double-stick tape’ attached to porous sheet 136 (not pad 112).” PO Resp. 63. Patent Owner argues that “pad 112 is ‘configured and dimensioned’ to be larger than porous sheet 136 thereby preventing it from wrapping over the array of openings.”<sup>12</sup> *Id.* at 64 (citing Ex. 2060 ¶¶ 173–175). Patent Owner contends that “[u]nder Petitioner’s theory, a container’s exterior surface is ‘configured and dimensioned for’ enabling a moisture-wicking article to be secured over openings in the container by wrapping if snaps are added to the container, or if the moisture-wicking article includes double-sided tape to adhere to the container’s surface.” *Id.* at 65. Patent Owner asserts that “[t]his impermissibly renders the ‘configured and dimensioned for’ language

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<sup>12</sup> Patent Owner also argues, based on its theory that pad 112 has uncovered holes, which we addressed *supra* at pp. 32–39, that pad 112 is not so “configured.” PO Resp. 64. We rejected that theory above, and so do not separately address this argument.

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meaningless, because any container with an exterior surface would arguably be ‘configured and dimensioned for’ enabling such an article to be secured to it by double-sided tape.” *Id.*

We find that Petitioner has adequately shown that Mahnensmith is “configured and dimensioned for enabling” the porous sheet “to be secured over the array by wrapping.” *See* Ex. 1002 ¶ 140; Ex. 1017 ¶ 73. As Dr. Newman explains, Mahnensmith is “configured and enabled” exactly in the same way that the embodiment disclosed in the ’508 patent is. *See* Ex. 1017 ¶ 73. As Dr. Newman testifies, “several of the mechanisms used to secure the article in the 508 patent are external to the container, e.g., spring clips, adhesive tape, and elastic bands—just as in Mahnensmith’s ‘double-stick tape.’” *Id.* (citing Ex. 1001, 4:1–9).

We have reviewed Petitioner’s contentions and supporting evidence and considered Patent Owner’s arguments as discussed above. On the entire record, we find that Petitioner has shown by a preponderance of the evidence that pad 112 of Mahnensmith anticipates claim 1. *See* Pet. 16–26; Ex. 1002 ¶¶ 131–144.

## 2. Claims 3–8 and 17–19

### a. Claims 3–8

Claim 3–8 depend directly or indirectly from claim 1. Ex. 1001, 7:13–34. Petitioner explains how those additional limitations are described by Mahnensmith. *See* Pet. 22–26. Patent Owner does not specifically argue whether Mahnensmith accounts for the additional limitations recited by claims 3–8 beyond those arguments addressed above for claim 1. Accordingly, Patent Owner has waived any argument directed to those limitations. *See* Paper 11, 8 (“Patent Owner is cautioned that any arguments

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for patentability not raised in the response may be deemed waived.”). We have reviewed Petitioner’s evidence and argument. *See* Pet. 22–26. We agree with it and adopt it as our own. For the reasons provided therein, Petitioner demonstrates that claims 3–8 are anticipated by Mahnensmith.

b. Claim 17

Claim 17 is an independent claim and recites similar limitations to claim 1, except it includes a limitation that the elongated container is “closed at both ends.” Petitioner provides a mapping of the disclosure of Mahnensmith to the limitations of claim 17. *See* Pet. 24–25. Patent Owner does not specifically argue whether Mahnensmith accounts for the additional limitations recited by claim 17 beyond those arguments addressed above for claim 1. Accordingly, Patent Owner has waived any argument directed to those limitations. *See* Paper 11, 8 (“Patent Owner is cautioned that any arguments for patentability not raised in the response may be deemed waived.”). We have reviewed Petitioner’s evidence and argument. *See* Pet. 24–25. We agree with it and adopt it as our own. For the reasons provided therein, Petitioner demonstrates that claim 17 is anticipated by pad 112 of Mahnensmith.

c. Claims 18 and 19

Claims 18 and 19 depend from claim 17. Ex. 1001, 8:46–53. Claim 18 additionally recites “the article is dimensioned for being secured over the array of openings by the application of elastic bands about the moisture-wicking article at opposite ends of the array of openings.” *Id.* at 8:46–50. Claim 19 additionally recites that “the article has the moisture-wicking characteristic of a paper towel.” *Id.* at 8:52–53. Petitioner additionally accounts for the limitations of claims 18 and 19. *See* Pet. 25–26

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(citing Ex. 1002 ¶¶ 150, 151, 156–164). Patent Owner does not specifically argue whether Mahnensmith accounts for the additional limitations recited by claims 18 and 19 beyond those arguments addressed above for claim 1. Accordingly, Patent Owner has waived any argument directed to those limitations. *See* Paper 11, 8 (“Patent Owner is cautioned that any arguments for patentability not raised in the response may be deemed waived.”). We have reviewed Petitioner’s evidence and argument. *See* Pet. 25–26. We agree with it and adopt it as our own. For the reasons provided therein, Petitioner demonstrates that claims 18 and 19 are anticipated by Mahnensmith.

#### G. OBVIOUSNESS OVER KUNTZ 166, DESMARAIS, AND THE KNOWLEDGE OF PERSON OF ORDINARY SKILL IN THE ART: CLAIMS 1, 3–8, AND 17–19

Petitioner contends that the combination of Kuntz 166, DesMarais, and the knowledge of a person of ordinary skill in the art would have rendered claims 1, 3–8, and 17–19 unpatentable under 35 U.S.C. § 103(a). Pet. 39–56.

##### *1. Claim 1*

###### *a. Petitioner’s Contentions*

Petitioner argues that Kuntz 166 discloses

A urine collection device for use in a system for transporting urine voided from a person or an animal by drawing the urine into a moisture-wicking article that is disposed in contact with a region of the person or animal surrounding an urethral opening, and further drawing the urine into the collection device from the moisture-wicking article, comprising

Pet. 44–45 (citing Ex. 1002 ¶¶ 174–176, 190; Ex. 1006, Abstract, 5:59–6:9, 3:48–52, 2:38–43, 7:17–32, Figs. 1, 2, 8, Ex. 1003, PW55, Ex. 1001, 1:30–

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33), “a container defining a chamber for collecting urine,” Pet. 45 (citing Ex. 1003, PW55; Ex. 1002 ¶¶ 179, 190; Ex. 1006, 7:60–65, 2:38–48, 3:58–64, 7:44–65, 4:29–32, 6:1–8), “wherein the container is closed, except for having an array of openings through which urine can be drawn into the chamber and at least one outlet port through which urine can be drawn away from the chamber,” Pet. 45–46 (citing Ex. 1003, PW55; Ex. 1006, Figs. 1, 2, 6:1–8, 3:58–64, 7:52–56; Ex. 1002 ¶ 190), and “and for enabling said secured moisture-wicking article to be disposed in contact with the region of a female body surrounding the urethral opening,” Pet. 47 (citing Ex. 1003, PW56, Ex. 1001, 1:19–24, Ex. 1005, 5:62–63, 3:48–57, 7:20–23, Ex. 1002 ¶¶ 179, 190).

Petitioner relies on the combination of Kuntz 166 and DesMarais as teaching “wherein an elongated exterior of the container is configured and dimensioned for enabling a moisture-wicking article to be secured over the array of openings of the container by wrapping the article over the array and securing the wrapped article.” *See* Pet. 46–47 (citing Ex. 1003, PW55, PW56; Ex. 1006, Fig. 2, 1:63–2:2, 2:62–68, 3:42–45, 3:58–4:16, 5:11–43, 5:53–57, 5:62–65, 6:1–7, 7:23–25, 7:44–65, 8:15–17; Ex. 1002 ¶¶ 178, 182, 183, 190–202; Ex. 1001, 1:33). Petitioner argues that Kuntz 166 describes pad 12 as including a moisture-wicking article. *Id.* at 46. In particular, Petitioner notes that Kuntz 166 states that “[u]rine is rapidly drawn . . . into the porous and absorptive core where it moves by capillary action,” *id.* at 46–47 (quoting Ex. 1006, 6:1–7), and that the ’508 patent admits that in Kuntz 166 “urine move to the central bore of the pad by capillary action,” *id.* at 47 (quoting Ex. 1001, 1:33). Petitioner submits that Kuntz 166 incorporates DesMarais by reference, and DesMarais discloses “an

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‘overwrap’ formed of wicking articles including paper towel as discussed above.” *Id.* (citing Ex. 1007, Figs. 1–5, 3:3–11, 11:17–22, Abstract; Ex. 1002 ¶¶ 185–202)

Petitioner asserts that “wrapping and securing a wicking article as claimed was a well-known technique for applying a moisture-wicking article (as taught in DesMarais and other references) and would have improved Kuntz 166 in a predictable manner. *Id.* at 48 (citing Ex. 1002 ¶¶ 194, 195, 56–59). Petitioner notes that Kuntz 166 discloses inserting the container (tube) into a bore in the pad (rather than wrapping). *Id.* (Ex. 1006, 3:42–64, 2:45–48). Petitioner argues that this “creates a number of known problems . . . a gap is created between the pad materials and tube, allowing urine to collect [and] [i]t may also serve as a channel for airflow that will decrease the effectiveness of the vacuum.” *Id.* (Ex. 1002 ¶¶ 183, 192, 193).

Petitioner contends that prior art such as Mahnensmith and Kuntz EP355 discloses “Kuntz’s bore technique was a known problem in the prior art at the time of the 508 alleged invention, and wrapping was a known solution.” *Id.* (citing Ex. 1002 ¶¶ 183, 192, 193; Ex. 1008, 2:12–29, 5:30–39; Ex. 1004 ¶¶ 5, 6).

#### b. Patent Owner’s Arguments

Patent Owner initially argues that this ground is procedurally improper because the extensive citation to Dr. Newman’s declaration amounts to improper incorporation by reference. PO Resp. 70–71; Sur-Reply 29. Patent Owner also raises several substantive arguments. First, Patent Owner argues that “DesMarais nowhere discloses a tube, never suggests its overwrap material is suitable for covering a tube, and would not have motivated the proposed modification,” and “Kuntz-166 already applies

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DesMarais's teachings." PO Resp. 71–72; Sur-Reply 29–30. Second, Patent Owner argues that DesMarais's overwrap is not a moisture-wicking article, but is instead a hydrophobic material that repels water. PO Resp. 72–75. Third, Patent Owner argues that because DesMarais's overwrap is not moisture-wicking, the resulting combination has an outer layer that is hydrophobic, and not moisture-wicking. *Id.* at 75. Finally, Patent Owner argues that the pad in Kuntz-166 is not a moisture-wicking article, but rather is a "moisture-absorbent material." *Id.* at 75–77.

c. Analysis

We begin by addressing Patent Owner's procedural argument. We disagree with Patent Owner that the Petition is procedurally inadequate for this ground. The Petition contains a detailed mapping for the claims, and an explanation for the motivation to combine. *See* Pet. 39–56. This section of the Petition cites to Dr. Newman's declaration, but the Petition contains sufficient particularity to meet our requirements. Dr. Newman's declaration is more detailed, but nothing in our rules forbids the declaration from having more detail and reasoning to support the testimony of the declarant. *See Kinetic Techs., Inc. v. Skyworks Sols.*, IPR2014-00529, Paper 8 at 15–16 (PTAB Sept. 23, 2014).

Based on the entire record, we find that Petitioner has shown that the combination of Kuntz 166 and DesMarais accounts for the limitations of claim 1, that a person of ordinary skill in the art would have been motivated to combine the references in the manner proposed with a reasonable expectation of success. *See* Pet. 39–56. We address Patent Owner's arguments in detail below.

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We do not find the alleged substantive defects Patent Owner alleges to be availing either. Patent Owner's arguments that a person of ordinary skill would not have made the proposed combination based on DesMarais or that the ground is really based on Kuntz EP355 mischaracterizes Petitioner's arguments. PO Resp. 72. Petitioner does not assert that DesMarais provides the motivation for the combination or changes, but merely the teachings about types of overwraps available. *See* Pet. 47–48. For the motivation, Petitioner points to Kuntz 166 as expressly mentioning DesMarais for the details of pad construction, and to Mahnensmith and Kuntz EP355 as demonstrating that overwrapping was a known solution to the problems of Kuntz 166. *Id.* at 48. Moreover, Dr. Newman provides additional reasoning to support relying on the teachings of DesMarais. *Id.* at 48–50 (citing Ex. 1002 ¶¶ 183, 192–201). Contrary to Patent Owner's assertions that they are not contained in the Petition, we find that the Petition contains several pages summarizing Dr. Newman's reasoning. *See* Pet. 47–50. Thus, the lack of motivation in DesMarais is irrelevant.

Patent Owner's second argument that DesMarais's overwrap is a hydrophobic material and Petitioner "simply got it wrong" is also unavailing. PO Resp. 72–75. Petitioner and Dr. Newman persuasively explain that DesMarais *does* disclose materials, which the '508 patent and Dr. Newman, identify as "moisture wicking." Reply 26–27 (citing Ex. 1002 ¶ 187; Ex. 1017 ¶¶ 123, 124). As Petitioner explains, DesMarais states that "hydrophobic" material is "one prefer[ence]," *id.* at 27 (citing Ex. 1007, 5:7), and DesMarais discloses

The pad overwrap material can be any fluid permeable material commonly used as an overwrap in sanitary napkins or as a topsheet in disposable diapers. Use materials include carded,

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spun-bonded, melt blown web, airlaid webs, and other non-woven webs of natural or synthetic fibers.

Ex. 1007, 4:66–5:5. Dr. Newman testifies that this list from DesMarais includes materials described in the '508 patent as moisture wicking. *See* Ex.1002 ¶ 187; Ex. 1017 ¶¶ 123, 124. Mr. Jezzi acknowledged that “nonwoven web of natural fibers” includes paper towel. *See* Ex. 1018, 174:7–17 (“Q. Paper towel is a nonwoven web of natural fibers, right? A. Some people call paper nonwovens. Q. In particular, it’s nonwoven natural fiber material, right? A. It’s cellulosic, yeah.”).

In its Sur-Reply, Patent Owner argues that we should not consider this argument because it is a new argument. Sur-Reply 31–32. We disagree that this is a new argument. The Petition clearly states that the overwrap includes “moisture-wicking” materials. *See* Pet. 43 (“As Dr. Newman explained, options for the overwrap include wicking articles including ones referenced in the 508 patent). (Newman ¶¶ 169, 185-188, 198; Ex. 1007, 5:5-5:54, 7:26-35.) ‘This pad overwrap can be any fluid permeable material commonly used as an overwrap in sanitary napkins...[and can] include carded, spunbonded, melt blown web, airlaid webs, and other non-woven webs of natural or synthetic fibers.’ (4:66-5:6.)”). Patent Owner’s contentions that “Petitioner tries to re-write the Petition” (Sur-Reply 31) appears more to justify its own default in raising its new argument that Petitioner’s modification is inconsistent with Kuntz 166 and DesMarais, than any failure by Petitioner.

Patent Owner raises a new argument in the Sur-Reply that “POSAs would not have used paper-towel as a patient facing layer in the combination

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because the design is inconsistent with **both** Kuntz-166 and DesMarais.”<sup>13</sup> Sur-Reply 32. In particular, Patent Owner submits that “DesMarais teaches its overwrap should ‘present[] a drier feel to the user’ and not ‘caus[e] irritation,’” *id.* (citing Ex. 1007, 5:5–12, 1:21–25), and further contends that “these are two things paper-towel cannot do” (*id.* (citing Ex. 2060 ¶¶ 65, 200; Ex. 1018, 173:3–174:6). Patent Owner also contends Kuntz-166 likewise disparages using hydrophilic materials as the patient-facing layer. *Id.* (citing Ex. 1006, 2:14–17, 7:29–31; Ex. 2060 ¶¶ 64, 197, 200).

To begin with, we note that at best, the statements in Kuntz 166 and DesMarais merely express a general preference and do not “criticize, discredit, or otherwise discourage investigation into” the claimed invention. *See Meiresonne v. Google, Inc.*, 849 F.3d 1379, 1382 (Fed. Cir. 2017). Indeed, as we found above, DesMarais expressly discloses that moisture-wicking materials can be used as overwrap. *See supra* at pp. 50–51. We further find that Kuntz 166 does not disparage moisture-wicking materials as the patient-facing layer, but express a preference for hydrophobic patient-facing layers. *See* Ex. 1006, 2:14–17, 7:29–31. Moreover, Kuntz 166 incorporates DesMarais and its disclosure that moisture-wicking materials may be used for overwrap materials “of some interest for its description of the structural details and fabrication techniques for liquid absorbent pads.” Ex. 1006, 1:63–2:1. Thus, we find that there is no teaching away from the

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<sup>13</sup> Patent Owner did not raise this argument in the context of this ground in its Patent Owner Response, but did raise a similar argument in the context of Ground 2—Mahnensmith and the knowledge of a person of ordinary skill in the art, which we addressed and rejected above. Thus, for completeness, we address this argument here as well.

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proposed combination. *See* Ex. 1017 ¶ 85 (explaining why there is no teaching away).

Furthermore, we disagree with Mr. Jezzi’s underlying contentions that moisture-wicking overwrap—as used in the combination—necessarily will not present a drier feel to patient. Sur-Reply 32 (citing Ex. 2060 ¶¶ 64, 65, 197, 200; Ex. 1018, 173:3–174:6). As Dr. Newman explained at her first deposition and in her second declaration, that is not necessarily the case in vacuum-assisted urine collection systems. Ex. 2039, 283:3–9 (“[i]f it’s gonna pull the urine away, then that means . . . to the external region, it would be dry. Drier.”); Ex. 1017 ¶¶ 78 (explaining why a person of ordinary skill would select paper-towel like materials), 84 (explaining Mr. Jezzi’s lack of consideration of the fact that a vacuum is used in the devices and its effect on the feel of the material); *see also* Ex. 1002 ¶¶ 48–50 (explaining the benefits of vacuum assist); Ex. 1017 ¶¶ 13, 23, 24 (explaining the vacuum assist urine collection devices). This failure to consider how the moisture-wicking material would feel to the user in the combination leads us to find that Mr. Jezzi’s testimony in this regard is entitled to little weight.

Even if Mr. Jezzi is correct, we disagree with the contention that the fact that Kuntz 166 and DesMarais might express a preference for hydrophobic patient-facing materials would have led a person of ordinary skill away from the proposed combination, as Patent Owner contends. *See In re Fulton*, 391 F.3d 1195, 1200 (Fed. Cir. 2004) (holding that “a particular combination” need not “be the preferred, or the most desirable, combination described in the prior art in order to provide motivation”); *In re Gurley*, 27 F.3d 551, 553 (Fed. Cir. 1994) (“A known or obvious composition does not become patentable simply because it has been

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described as somewhat inferior to some other product for the same use.”). And, even if using a moisture-wicking material was known to have certain disadvantages, “a given course of action often has simultaneous advantages and disadvantages, and this does not necessarily obviate motivation to combine.” *Medichem, S.A. v. Rolabo, S.L.*, 437 F.3d 1157, 1165 (Fed. Cir. 2006). Here, we credit the well-reasoned testimony of Dr. Newman that a person of ordinary skill would recognize the benefits that such an overwrap would provide, including improved wicking, protection of the underlying pad, and low cost. Ex. 1002 ¶ 202; Ex. 1017 ¶¶ 85, 86.

Patent Owner’s argument that the combination would lack a moisture-wicking overwrap (PO Resp. 75) is based on its contentions regarding DesMarais’s disclosure that we addressed above. Patent Owner’s contention that Dr. Newman confirmed that the combination would have a hydrophobic layer like Kuntz EP355 does not accurately reflect her testimony. *See id.* (citing Ex. 2039, 220:3–7, 221:1–9, 224:10–13). In the portions cited, Dr. Newman was discussing the obviousness of using overwrap to solve the problems with Kuntz 166, not the nature of the outer layer. Indeed, contrary to Patent Owner’s contentions, in portions adjacent to the cited portions, Dr. Newman specifically mentions the outer layer in the combination would be moisture wicking and that the issue she was discussing was not the dryness of the overwrap but improving the device’s urine-sucking ability. *See* Ex. 2039, 222:2–223:9 (discussing DesMarais’s disclosure of moisture-wicking materials in overwrap), 223:10–224:9 (discussing the problem being device “not sucking well” and urine “collecting somewhere”).

Finally, Patent Owner argues that the pad in Kuntz-166 is not a moisture-wicking article, but rather is a “moisture-absorbent material.” *Id.*

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at 75–77; Sur-Reply 32–33. We disagree. As Dr. Newman credibly and thoroughly explains, the pad of Kuntz 166 meets Patent Owner’s construction of the term “moisture-wicking article.” Ex. 1017 ¶ 126. Indeed, the ’508 patent admits (and Patent Owner agrees) that “urine is drawn through openings in an outer cover layer of the pad into the moisture adsorbent material core of the pad within which the urine moves to the central bore of the pad by capillary action.” Ex. 1001, 1:28–33; PO Resp. 75 (“Kuntz-166 absorbent core includes capillary cells . . . to move urine within the pad ‘by capillary action.’”); *see also* Ex. 1002 ¶¶ 177–182 (explaining that the pad of Kuntz 166 transports fluid by capillary action). As Dr. Newman credibly testifies, this is precisely what Patent Owner’s construction requires. *See* Ex. 1017 ¶ 126.

As for Patent Owner’s arguments that Kuntz’s pad retains moisture, and therefore, cannot be “moisture wicking,” we credit Dr. Newman’s explanation that Mr. Jezzi and Patent Owner ignore that Kuntz 166 states that it only “temporarily retains the urine,” Ex. 1006, 7:23–25, which, Dr. Newman credibly testifies, “is exactly what paper towel, gauze, felt, and other materials described in the 508 Patent ‘moisture-wicking articles’ do. . . .” Ex. 1017 ¶127. Indeed, Mr. Jezzi acknowledged at his deposition that paper towel also temporarily retains moisture. Ex. 1018, 40:9–42:19, 142:1–21. Thus, we agree with Petitioner that merely temporarily retaining moisture, as the pad in Kuntz-166 does, does not preclude Kuntz’s pad from being a moisture-wicking article.

Patent Owner also contends that Kuntz EP355 shows that Kuntz 166 is not a moisture-wicking article. PO Resp. 76 (citing Ex. 1008, 2:14–29). However, we agree with Dr. Newman that the improvement of Kuntz EP355

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is not because it uses a moisture-wicking article for the first time, but because it uses an additional “wicking tube assembly (Ex. 1008, Fig. 5) where the wicking materials are wrapped over the openings of the tube, rather than inserted into a bore on the pad.” Ex. 1017 ¶ 129.

Patent Owner’s contends that the ’508 patent distinguished Kuntz 166’s pad as not moisture wicking. PO Resp. 76. However, nothing in the ’508 patent expressly says that Kuntz 166’s pad is not moisture wicking. Indeed, the ’508 patent acknowledges that Kuntz 166’s pad uses capillary action. We also note that it is difficult for us to understand why, if the ’508 patent distinguished Kuntz 166 as Patent Owner now claims, the Patent Owner never raised this point during the prosecution when the Examiner rejected the pending claims based on Kuntz 166.<sup>14</sup> See Ex. 1003, PW56.

In its Sur-Reply, Patent Owner raises several new arguments why the pad of Kuntz 166 is not a moisture-wicking article. Sur-Reply 32–33. Patent Owner argues the Petition “provided no explanation of how POSAs would have successfully wrapped a multi-layered pad around tube 30 and that pads with hydrophobic patient-facing layers are not “moisture-wicking articles.” *Id.* In addition to both arguments being raised for the first time for this ground in the Sur-Reply, these arguments suffer from several problems. With respect to the apparent reasonable expectation of success argument, we credit Dr. Newman’s testimony that this modification was “straightforward”

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<sup>14</sup> We are not saying that the Examiner’s findings are binding now (*see* Reply 27), but saying that Patent Owner’s characterization of what the specification of the ’508 patent says is not consistent with its actions during prosecution, which suggests specification actually does not “distinguish[]” Kuntz 166 in the manner Patent Owner now contends.

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and “within the level of knowledge of a POSA.” *See* Ex. 1002 ¶¶ 199–201; Ex. 1017 ¶¶ 117–119.

Dr. Newman’s testimony is well-reasoned and consistent with the art in the record, such as DesMarais and Mahnensmith that teach such overwrapping, and therefore, we give Dr. Newman’s testimony significant weight. As for Patent Owner’s argument that Kuntz 166 pad cannot be a moisture-wicking article because it has a hydrophobic outer layer, we note that the combination proposes using the moisture-wicking overwrap from DesMarais as the outer layer. Thus, Patent Owner argues the references separately, when the Petitioner is relying on the combination of the references. *See Bradium Techs. v. Iancu*, 923 F.3d 1032, 1050 (Fed. Cir. 2019) (obviousness combination cannot be overcome by attacking references individually).

Even considering the argument for only Kuntz 166, we find it unavailing. Nothing in the ’508 patent or Patent Owner’s proposed construction requires that the “moisture-wicking article” consists only of moisture-wicking materials. Indeed, the ’508 patent states that the “moisture-wicking article 20 *includes* a rapidly permeable material such as gauze, felt, terrycloth, thick tissue paper, paper towel, etc.,” which suggests that other materials may be included. Ex. 1001, 4:10–12 (emphasis added). Thus, we find that Petitioner has shown by a preponderance of the evidence that the combination of Kuntz 166 and DesMarais accounts for the claimed “moisture-wicking article.”

We have reviewed Petitioner’s contentions and supporting evidence and considered Patent Owner’s arguments as discussed above. On the entire record, we find that Petitioner has shown by a preponderance of the evidence

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that the combination of Kuntz 166, DesMarais, and the knowledge of a person of ordinary skill in the art accounts for all the limitations of claim 1, that a person of ordinary skill would have been motivated at the time of the invention to make the combination in the manner proposed, and that a person of ordinary skill would have had a reasonable expectation of success in doing so. *See* Pet. 39–50; Ex. 1002 ¶¶ 183–201. As explained in detail above, Petitioner demonstrates that claim 1 would have been obvious over the combination of Kuntz 166, DesMarais, and the knowledge of a person of ordinary skill in the art.

*2. Claims 3–8*

Claim 3–8 depend directly or indirectly from claim 1. Ex. 1001, 7:13–34. Petitioner accounts for the added limitations of these claims in the combination of Kuntz 166, DesMarais, and the knowledge of a person of ordinary skill in the art. *See* Pet. 50–53. Patent Owner does not specifically argue whether the combination of Kuntz 166 and DesMarais accounts for the additional limitations recited by claims 3–8 beyond the arguments considered above with respect to claim 1. Accordingly, Patent Owner has waived any argument directed to those limitations. *See* Paper 11, 8 (“Patent Owner is cautioned that any arguments for patentability not raised in the response may be deemed waived.”). We have reviewed Petitioner’s evidence and argument. *See* Pet. 50–53. We agree with it and adopt it as our own. For the reasons provided therein, Petitioner demonstrates that claims 3–8 would have been obvious over the combination of Kuntz 166, DesMarais, and the knowledge of a person of ordinary skill in the art.

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### 3. *Claims 17–19*

#### a. Claim 17

Claim 17 is similar to claim 1 except it recites that the elongated container is “closed at both ends.” Pet. 53. Petitioner provides a mapping similar to that of claim 1, but additionally explains why having a chamber that is closed at both ends would have been obvious. *Id.* at 53–55. In particular, the Petition notes that Dr. Newman explains that “there are two known design choices or the location of an outlet port: on an end of the container or on its side.” *Id.* at 53–54 citing Ex. 1002 ¶¶ 204, 206). Petitioner notes that both Mahnensmith and Keane locate their outlets on the bottom side rather than an end, and it would be an obvious design choice with a number of advantages (*id.* at 54 (citing Ex. 1003, Fig. 3; Ex. 1005 at Fig. 2; Ex. 1002 ¶¶ 207–210). Petitioner notes that “placing an outlet port on the bottom side (rather than the anterior end) of Kuntz 166 facilitates lateral movement of the associated tube, better accommodates the patient’s garments, could improve vacuum efficiency, and would minimize layer separation.” *Id.* Petitioner argues that implementation of this design choice would be simple and predictable. *Id.* (citing Ex. 1002 ¶¶ 211–21).

In addition to the arguments considered above with respect to claim 1, Patent Owner argues that there is “*no* support for Petitioner’s assertion that a tube with a bottom-side outlet was a ‘known design’ choice for absorbent vacuum assisted urinary pads.” PO Resp. 38. Patent Owner asserts the references cited, Mahnensmith and Keane, differ structurally from the pads Kuntz 166 and DesMarais. PO Resp. 38–39. Patent Owner also asserts that Petitioner’s benefits are speculative and that the proposed modification is “anything but ‘routine.’” *Id.* at 39–40. Patent Owner also argues that

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Petitioner cannot rely on the knowledge of a person of ordinary skill in the art for this limitation. *Id.* at 77 (citing *DSS Tech. Mgmt. v. Apple, Inc.*, 885 F.3d 1367, 1374–75 (Fed. Cir. 2018)).

We begin by noting that Patent Owner is incorrect that *DSS Technology Management* stands for the proposition that the knowledge of a person of ordinary skill “cannot be used to ‘supply a missing limitation.’” PO Resp. 77. As *DSS Technology Management* explains, the use of the knowledge of person of ordinary skill is not prohibited, but requires a reasoned basis. *See DSS Tech.*, 885 F.3d at 1374–75. Here, we find that Petitioner has provided a reasoned basis. As Dr. Newman explains, there are only limited options for placing the outlet on a urine collection device. Ex. 1002 ¶ 206. Dr. Newman demonstrated that these options are known in the art. *See id.* Although Mahnensmith may have differences, it still demonstrates that the ends may be closed and the outlet port may be located somewhere other than the end. *See Ex. 1004*, Figs. 1, 4, 5. We find Dr. Newman provided numerous reasons a person of ordinary skill would have been motivated to move the outlet port of Kuntz 166, including making the tube rotatable in several directions and avoiding pulling or snagging the cord. Ex. 1002 ¶¶ 208–210; Ex. 1017 ¶ 149. Finally, we find that Petitioner has shown sufficiently that the modifications were within the level of skill in the art. Ex. 1002 ¶¶ 211–212; Ex. 1017 ¶¶ 151–152. Accordingly, we find that Petitioner has shown by a preponderance of the evidence that claim 17 would have been obvious over the combination of Kuntz 166, DesMarais, and the knowledge of a person of ordinary skill in the art.

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b. Claims 18 and 19

Claims 18 and 19 depend from claim 17. Ex. 1001, 8:46–53. Claim 18 additionally recites “the article is dimensioned for being secured over the array of openings by the application of elastic bands about the moisture-wicking article at opposite ends of the array of openings.” *Id.* at 8:46–50. Claim 19 additionally recites that “the article has the moisture-wicking characteristic of a paper towel.” *Id.* at 8:52–53. Petitioner additionally accounts for the limitations of claims 18 and 19. *See* Pet. 55–56 (citing Ex. 1002 ¶¶ 56, 59, 216–222, 230). Patent Owner does not specifically argue whether the combination of Kuntz 166 and DesMarais accounts for the additional limitations recited by claims 18 and 19, beyond those considered above with respect to claims 1 and 17. Accordingly, Patent Owner has waived any argument directed to those limitations. *See* Paper 11, 8 (“Patent Owner is cautioned that any arguments for patentability not raised in the response may be deemed waived.”). We have reviewed Petitioner’s evidence and argument. *See* Pet. 55–56. We agree with it and adopt it as our own. For the reasons provided therein, Petitioner demonstrates that claims 18 and 19 would have been obvious over the combination of Kuntz 166, DesMarais, and the knowledge of a person of ordinary skill in the art.

4. *Summary*

In sum, we determine that Petitioner has shown by a preponderance of the evidence that claims 1, 3–8, and 17–19 would have been obvious over the combination of Kuntz 166, DesMarais, and the knowledge of a person of ordinary skill in the art.

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#### H. REMAINING GROUNDS

Having determined that Petitioner establishes by a preponderance of the evidence that claims 1, 3–8, and 17–19 are anticipated by Mahnensmith, and the subject matter of claims 1, 3–8, and 17–19 would have been obvious over the combination of Kuntz 166, DesMarais, and the knowledge of person of ordinary skill in the art, we do not address Petitioner’s additional anticipation grounds based on Keane and Kuntz EP355, and obviousness grounds based on Keane and the knowledge of a person of ordinary skill in the art and Kuntz EP355 and Mahnensmith. *See SAS Inst. Inc. v. Iancu*, 138 S. Ct. 1348, 1359 (2018) (holding a petitioner “is entitled to a final written decision addressing all of the claims it has challenged”); *Boston Sci. Scimed, Inc. v. Cook Grp. Inc.*, 809 F. App’x 984, 990 (Fed. Cir. 2020) (nonprecedential) (“We agree that the Board need not address [alternative grounds] that are not necessary to the resolution of the proceeding.”).

#### III. CONCLUSION<sup>15</sup>

In summary,

<b>Claim(s)</b>	<b>35 U.S.C. §</b>	<b>Reference(s)</b>	<b>Claim(s) Shown Unpatentable</b>	<b>Claim(s) Not Shown Unpatentable</b>
1, 3–8, 17–19	102(b)	Mahnensmith	1, 3–8, 17–19	

<sup>15</sup> Should Patent Owner wish to pursue amendment of the challenged claims in a reissue or reexamination proceeding subsequent to the issuance of this decision, we draw Patent Owner’s attention to the April 2019 *Notice Regarding Options for Amendments by Patent Owner Through Reissue or Reexamination During a Pending AIA Trial Proceeding*. *See* 84 Fed. Reg. 16,654 (Apr. 22, 2019). If Patent Owner chooses to file a reissue application

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<b>Claim(s)</b>	<b>35 U.S.C. §</b>	<b>Reference(s)</b>	<b>Claim(s) Shown Unpatentable</b>	<b>Claim(s) Not Shown Unpatentable</b>
4, 5, 19	103(a)	Mahnensmith, knowledge of one of ordinary skill in the art <sup>16</sup>		
1, 3–8, 17–19	102(b)	Keane <sup>17</sup>		
4, 5, 19	103(a)	Keane, knowledge of one of ordinary skill in the art <sup>18</sup>		
1, 3–8, 17–19	103(a)	Kuntz 166, DesMarais, knowledge of one of ordinary skill in the art	1, 3–8, 17–19	
1, 3–8	102(b)	Kuntz EP355 <sup>19</sup>		

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or a request for reexamination of the challenged patent, we remind Patent Owner of its continuing obligation to notify the Board of any such related matters in updated mandatory notices. *See* 37 C.F.R. § 42.8(a)(3), (b)(2).

<sup>16</sup> This ground was not reached. *See supra* § II.H.

<sup>17</sup> This ground was not reached. *See supra* § II.H.

<sup>18</sup> This ground was not reached. *See supra* § II.H.

<sup>19</sup> This ground was not reached. *See supra* § II.H.

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<b>Claim(s)</b>	<b>35 U.S.C. §</b>	<b>Reference(s)</b>	<b>Claim(s) Shown Unpatentable</b>	<b>Claim(s) Not Shown Unpatentable</b>
17–19	103(a)	Kuntz EP355, Mahnensmith, knowledge of ordinary skill in the art <sup>20</sup>		
<b>Overall Outcome</b>			1, 3–8, 17–19	

## IV. ORDER

For the reasons given, it is:

ORDERED that Petitioner *has shown* based on a preponderance of evidence that claims 1, 3–8, and 17–19 of U.S. Patent No. 9,399,531 B2 are unpatentable; and

FURTHER ORDERED because this is a final written decision, the parties to this proceeding seeking judicial review of our Decision must comply with the notice and service requirements of 37 C.F.R. § 90.2.

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<sup>20</sup> This ground was not reached. *See supra* § II.H.

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on February 28, 2022, a copy of the foregoing document was served on the persons listed below in the manner indicated:

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# **SCHEDULE F3**

**PUREWICK'S MOTION IN *LIMINE* NO. 3 TO PRECLUDE EVIDENCE OR ARGUMENT THAT PRIMAFIT 2.0 IS COMMERCIALY AVAILABLE**

During discovery PureWick served an interrogatory seeking Sage's contentions concerning alleged non-infringing alternatives ("NIA"). After being ordered by the Court to provide a substantive response, Sage eventually supplemented with a vague allusion to something it referred to as PrimaFit 2.0.<sup>1</sup> Sage never contended that PrimaFit 2.0 was a commercially available product.

In fact, Sage's fact witnesses all testified that PrimaFit 2.0 was [REDACTED]

[REDACTED] PureWick recently learned, however, that Sage has started selling a product that it contends is PrimaFit 2.0 (and PureWick recently commenced an action asserting that this product infringes), but Sage never has provided any discovery regarding the commercial availability of this product and even refused to produce a sample of the product after PureWick learned it was on the market.<sup>2</sup> Even if Sage had provided such discovery, however, the recent commercial availability of PrimaFit 2.0 is not relevant to any issues in this case and Sage has never provided any contention that it is. Accordingly, PureWick seeks to preclude Sage from presenting evidence or argument that Sage's PrimaFit 2.0 is a *commercially available* alleged NIA.

PureWick seeks damages in the form of both lost profits and a reasonable royalty. Sage contends that the amount of the reasonable royalty should be reduced, and that lost profits should

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<sup>1</sup> PureWick has separately moved to strike the opinions of Sage's experts concerning NIAs, including the PrimaFit 2.0, because those opinions are based on facts and contentions that were not timely disclosed by Sage during fact discovery. D.I. 195, 196.

<sup>2</sup> PureWick informed Sage that if it intended to rely on a sample of the new commercial product at trial it needed to produce a sample to PureWick. Sage refused, contending that PureWick's inspection of an earlier version during discovery sufficed. Ex. 1 at 2. It is hard to understand how Sage could expect to introduce this product at trial and argue its commercial availability while refusing to provide PureWick samples sufficiently before trial to analyze. Sage should not be allowed to present evidence regarding a product it contends is commercially available given its inexplicable unwillingness to provide a sample of that product.

not be available, because Sage developed an alleged NIA called PrimaFit 2.0.<sup>3</sup> The discovery record in this case has been clear that PrimaFit 2.0 [REDACTED]. For example, in April 2021 [REDACTED], the engineering lead for PrimaFit 2.0, testified that [REDACTED]. Ex. 2, [REDACTED] Tr. at 30:22-24, 47:20-48:22 (“Q. And you told me that the PrimaFit 2.0 product [REDACTED]? A. That is correct.”). Sage’s marketing manager, [REDACTED], similarly testified in March 2021 that [REDACTED]. Ex. 3, Paskal Tr. at 162:14-163:6; *see also*, Ex. 4, Sexton Tr. at 267:19-268:6 (“Q. Do you know if Sage [REDACTED] [REDACTED].”).<sup>4</sup>

In November 2022, PureWick learned that Sage was promoting a new version of the PrimaFit on its website. On December 1, 2022, PureWick reached out to Sage asking for samples of that product. Ex. 1 at 3. In response, Sage’s counsel contended that the new product was the PrimaFit 2.0 but refused to provide PureWick with a sample. *Id.* Sage did not supplement its interrogatory responses to indicate that the product was commercially available or why the recent availability would be relevant to any issues in this case. Simply put, Sage provided some discovery regarding an admittedly [REDACTED] it referred to as PrimaFit 2.0. PureWick timely probed and was told the product was not commercially available and there was no timetable for

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<sup>3</sup> This is a two supplier market and Sage’s sales clearly came at PureWick’s expense. There is no assertion by Sage that the public could have bought PrimaFit 2.0 if they hadn’t bought the original PrimaFit infringing product.

<sup>4</sup> Sage’s response to PureWick’s interrogatory regarding NIAs also failed to include any contention that the PrimaFit 2.0 was commercially available. Indeed, the only mention of the PrimaFit 2.0 in Sage’s response was the following ambiguous sentence: “Sage further identifies at least the following documents relevant to this interrogatory relating to PrimaFit 2.0 reflected above and discussed during PureWick’s depositions of Sage’s witnesses: SAGE30399-SAGE30408; SAGE30410-30464; SAGE00036528-590; SAGE40435-47; and Plaintiff Exhibits 15, 33, 34, 36, 51, 72, 73, and 74.” (D.I. 196-1). Sage did not even expressly contend that PrimaFit 2.0 was an alleged NIA, nor did Sage indicate that the PrimaFit 2.0 was an available product.

when it would be available. After close of expert discovery, PureWick learned on its own that Sage was offering a new version of PrimaFit. PureWick inquired about that product and asked for a sample, and Sage refused. As a result, there is no evidence in this case that the PrimaFit 2.0 has ever been commercially available, or that the product Sage recently began selling is the same as the PrimaFit 2.0 [REDACTED] during discovery.

Even if there were evidence linking Sage's new product to the [REDACTED] PrimaFit 2.0 product, evidence of the current commercial availability is not relevant to the issues in this case. The consideration of NIAs in connection with a reasonable royalty looks at whether the NIAs existed at the time of the hypothetical negotiation, which in this case ranges from November 2017 to March 2019. *Zygo Corp. v. Wyko Corp.*, 79 F.3d 1563, 1572 (Fed. Cir. 1996) (“[T]he fact that Wyko COULD have continued marketing the [alleged NIA] is a factor relevant to the determination of a proper royalty *during hypothetical negotiations*.” (emphasis added)). Similarly, for lost profits the relevant inquiry is whether the alleged NIA existed at the time of the infringing sales. *Synqor, Inc. v. Artesyn Tech., Inc.*, 709 F.3d 1365, 1382 (Fed. Cir. 2013) (affirming exclusion of evidence of recent availability of an alleged alternative because it was “not probative of the availability of noninfringing alternatives during the damages period.”) Here, the infringing sales for which PureWick seeks lost profits are in the past. Thus, the commercial availability of the allegedly NIA PrimaFit 2.0 product today is irrelevant. And allowing Sage to show the jury a sample of the product, and argue that it is on the market now, risks misleading the jury into believing that the current availability establishes availability at the relevant time.

For the foregoing reasons, PureWick respectfully requests that the Court preclude Sage from presenting evidence or argument that its PrimaFit 2.0 is commercially available.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

PUREWICK CORPORATION,

Plaintiff and Counterclaim Defendant,

v.

SAGE PRODUCTS, LLC,

Defendant and Counterclaim Plaintiff.

Redacted - Public Version

C.A. No. 19-1508-MN



**SAGE'S OPPOSITION TO PUREWICK'S MOTION *IN LIMINE* NO. 3  
TO PRECLUDE EVIDENCE OR ARGUMENT THAT SAGE'S PRIMAFIT 2.0 NON-  
INFRINGEMENT ALTERNATIVE IS COMMERCIALY AVAILABLE**

Since launching the original PrimaFit product in 2017, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] during this litigation to rebut, e.g., PureWick’s lost profits claim. (*See, e.g.*, D.I. 232, at 2-3 and 6.) PureWick was well aware that PrimaFit 2.0 was not a hypothetical alternative. Sage produced many documents about 2.0 including detailed product specifications, Instructions for Use, [REDACTED], and [REDACTED]. (*See, e.g.*, Exs. H-K.) PureWick deposed numerous witnesses about PrimaFit 2.0 and inspected 2.0 during discovery. (*See, e.g.*, D.I. 211, Ex. 58 at 268, 272-74, 282-84, Ex. 50 at 132-196; D.I. 232, Ex. 114 at 190-91.) [REDACTED]; instead, during expert discovery, PureWick alleged that 2.0 was not an “available” NIA because it was not [REDACTED]. (D.I. 210, Ex. 30 ¶305.)

Evidence of the “availability” of 2.0 including the “current commercial availability” is relevant to rebut PureWick’s allegation that 2.0 is not an “available” NIA for purposes of damages. Indeed, PureWick recently conceded the relevance in its *Daubert* filings, where it conveyed its intention to present evidence on that very theory at trial: “[PureWick’s technical expert] Dr. Collins’ opening report included his opinion that [REDACTED] [REDACTED] (D.I. 237 at 10 (citing D.I. 210, Ex. 30 ¶305).) Incredibly, PureWick’s present motion states the opposite—that such evidence is not relevant. (Pl. Br. at 3.) PureWick identifies no prejudice to itself yet ignores that precluding Sage from presenting such evidence, which PureWick’s expert itself claimed was relevant to the issue of availability, would be highly prejudicial to Sage. PureWick’s motion should be denied.

**Background.** As discussed, Sage [REDACTED]

[REDACTED]

[REDACTED]. (D.I. 232 at 2-3.) As explained during the recent *Daubert* hearing (e.g., D.I. 279 at 40:22-41:18), numerous witnesses were deposed on 2.0 (including the 2.0 designer) and one witness testified how the product was [REDACTED]:

Q. So according to this in the key milestones it indicates [REDACTED]. Is that consistent with your understanding of when the [REDACTED]

A. As I recall, yes, that seems consistent when [REDACTED]. \* \* \*

(D.I. 211, Ex. 58 at 272:6-14 (deposition taken on March 12, 2021).) Sage's witness explained [REDACTED]. (*Id.* at 273:14-24; 268:18-25.) Now PureWick seeks to preclude Sage from presenting evidence to the contrary.

***PureWick's arguments about discovery of PrimaFit 2.0 are not only false, but also moot.***

PureWick dedicates a significant portion of its motion alleging that Sage did not provide discovery on aspects of the PrimaFit 2.0, largely tracking PureWick's *Daubert* motion on this topic. (See D.I. D.I. 252 at 1; D.I. 237 at 10-11.) Those arguments are false as Sage previously explained. (See D.I. 232 at 2-4, 6.) And the Court has since denied PureWick's corollary *Daubert* motion. (See D.I. 279 at 41:16-18.) Thus, Sage does not further address the statements as they are mooted by the Court's Order.

***The "current commercial availability" of 2.0 is relevant to damages.*** "[M]arket sales of an acceptable [NIA] often suffice alone to defeat a case for lost profits." *Grain Processing Corp. v. American Maize-Products*, 185 F.3d 1341, 1352 (Fed. Cir. 1999) "Available [NIAs] need not have been on the market during the time of the alleged infringement." *EMC Corp. v. Pure Storage*, 154 F. Supp. 3d 81, 117 (D. Del. 2016). Indeed, "an alleged substitute not 'on the market' or 'for sale' during the infringement can figure prominently in determining whether a patentee would have made additional profits 'but for' the infringement." *Grain Processing*, 185 F.3d at 1349.

During expert discovery, the parties litigated the “availability” of 2.0 at the time of the hypothetical negotiation in 2019. (*See supra*; D.I. 209, Ex. 24 at 183-184.) While “commercial availability” is not required to establish that an NIA is “available,” it is probative of availability. *See, e.g., Grain Processing*, 185 F.3d at 1349-1352. Indeed, “it would be a mistake to ignore the potential market entry of [an NIA].” *Novozymes A/S v. Genencor Intern., Inc.*, 474 F. Supp. 2d 592, 607 (D. Del. 2007). The current availability [REDACTED] [REDACTED]. PureWick already conceded that notion when it argued that commercial availability was probative of “availability”: “[t]he PrimaFit 2.0 device [REDACTED] [REDACTED]” (D.I. 210, Ex. 30 ¶305.)

Ignoring its own expert’s opinion, PureWick alleges that current commercial availability is not relevant because it seeks lost profits “in the past” (p. 3). But the asserted patents did not issue until 2019, and PureWick has never contended that the damages period has ended. Thus, the current commercial availability implicates the damages period. PureWick also claims that the “hypothetical negotiation” extends “to March 2019” and concludes without explanation that the current availability is not relevant. (Pl. Br. at 3.) But the current commercial status of the NIA corroborates other evidence that the PrimaFit 2.0 was available earlier including by 2019.<sup>1</sup> *See supra*. The jury is entitled to hear and weigh the evidence on availability as it sees fit.

***Permitting the evidence for damages would not mislead the jury.*** PureWick does not allege prejudice to itself. Rather, PureWick asserts a risk of “misleading” the jury, but does not articulate how such a simple fact—that a product is available and on the market—could possibly be confusing and cites no case to support its conclusory allegation. The motion should be denied.

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<sup>1</sup> In contrast, in *Synqor, Inc. v. Artesyn Tech., Inc.*, 709 F.3d 1365, 1382 (Fed. Cir. 2013), Defendant sought to introduce a new NIA “[o]n the eve of trial” and did not explain how it “could have been developed any earlier.” *Id.* at 1382.

Dated: February 28, 2022

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**PLAINTIFF'S REPLY IN SUPPORT OF ITS MOTION *IN LIMINE* NO. 3**

Sage's response to PureWick's MIL No. 3 fails to credibly explain how the recent commercial release of its PrimaFit 2.0 product ("2.0") is relevant to any issue that the jury will decide. It is not. It is undisputed that a reasonable royalty analysis looks at whether an alleged NIA was available *at the time of the hypothetical negotiation*, and thus has nothing to do with whether the NIA is commercially available *today*. Likewise, for lost profits the relevant analysis considers alleged NIAs at the time of the infringing sales, which in this case pre-date the release of the 2.0. Sage does not dispute these points, which should end the Court's inquiry.

Allowing Sage to introduce the commercial availability of 2.0 can lead to the jury being misled, confused, and invites error. It is too easy for a jury to believe that if the 2.0 product is available now, then it could have been made available during the relevant periods. Again, Sage offers no real rejoinder and instead contends that the jury should be able to use the sudden commercial availability of 2.0 "as it sees fit." Def. Br. at 3. Yet sentiments such as this—which are unquestionably prejudicial to PureWick—only serve to confirm Sage's intent to argue to the jury that 2.0 was always available, which is clearly refuted by the evidence.

Indeed, and contrary to Sage's contention, *there is no evidence in the record* that 2.0 was available, or reasonably could have been made available, during the relevant time.<sup>1</sup> Rather, Sage's witnesses testified that [REDACTED], and the lead engineer could not confirm whether the products in the documents produced by Sage were the most recent version. Ex. N. In any event, the factual dispute about whether 2.0 could have been made available at the relevant time should be decided based on the actual evidence in this case, and not based on post-discovery developments that are both irrelevant and prejudicial. PureWick's MIL should be granted.

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<sup>1</sup> Sage also does not contest, nor explain, its refusal to provide PureWick with samples of 2.0 when PureWick requested them in December 2021. How can Sage be allowed to discuss a product at trial that it refused to provide to PureWick?

**EXHIBITS 1-4  
REDACTED  
IN THEIR  
ENTIRETY**

**EXHIBITS H-K  
REDACTED IN  
THEIR  
ENTIRETY**

Exhibit N  
REDACTED IN ITS ENTIRETY

# **SCHEDULE F4**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

PUREWICK CORPORATION,

Plaintiff and Counterclaim Defendant,

v.

SAGE PRODUCTS, LLC,

Defendant and Counterclaim Plaintiff.

C.A. No. 19-1508-MN

**SAGE’S MOTION *IN LIMINE* NO. 1 TO PRECLUDE PLAINTIFF  
FROM COMPARING THE ACCUSED PRODUCTS TO  
PATENT FIGURES OR PLAINTIFF’S PRODUCTS**

Pursuant to at least Fed. R. Evid. 401, 402, and 403, Sage moves for an Order precluding PureWick from improperly referencing at trial, either through counsel or by eliciting witness testimony, comparisons of Sage's accused products to figures of embodiments of the asserted patents or various versions of Plaintiff's products. It is black letter law that patent infringement is determined by a comparison of an accused product to the claims—not to figures in a patent specification or other products. Yet, PureWick has repeatedly attempted to make such improper comparisons throughout this case. This is wrong as a matter of law. The only appropriate comparison for assessing infringement is between the patent claims and the accused product. Any comparisons between accused products and patent figures or any other alleged embodiments of the asserted patents at trial will lead to jury confusion and substantial prejudice to Sage. PureWick should be precluded from offering or eliciting such testimony at trial.

***It is black letter law that patent infringement cannot be established through comparison of the accused product to patent figures or other products.*** “[I]nfractionment is to be determined by comparing the asserted claim to the accused device, not by comparing the accused device to the figures of the asserted patent.” *Catalina Lighting, Inc. v. Lamps Plus, Inc.*, 295 F.3d 1277, 1286 (Fed. Cir. 2002). Indeed, “[i]t is fundamental that infringement is determined by comparing the accused device to the claims, rather than comparing the accused device to the figures of the patent specification.” *Star Tech. Grp., Inc. v. Testerion, Inc.*, No. 99-1168, 1999 WL 693829, at \*6 (Fed. Cir. 1999). Moreover, “it is error for a court to compare in its infringement analysis the accused product or process with the patentee's commercial embodiment or other version of the product or process; the only proper comparison is with the claims of the patent.” *Zenith Lab's, Inc. v. Bristol-Myers Squibb Co.*, 19 F.3d 1418, 1423 (Fed. Cir. 1994). Thus, any comparison of accused products to patent figures or plaintiff's products is legally improper and irrelevant.

***Despite this black letter law, PureWick continues to make improper comparisons.***

PureWick has repeatedly attempted to compare Sage’s products to patent figures and products. For example, PureWick repeatedly referred to Figures 36-38 from the 376 patent, comparing the accused product to those figures. (D.I. 191 at 1-2, 8-12; D.I. 210 at Ex. 31, ¶119 (“embodiment in the ’376 patent [figure 38] . . . look[s] strikingly similar to the PrimaFit product”); ¶153 (“very similar to the shape of the casing in the PrimaFit”); see ¶¶107, 167.) PureWick offered no explanation for its improper comparison except for its contention that patent figures were somehow relevant to “new claim construction arguments.” (D.I. 249 at 7, n.3.) Elsewhere, PureWick has attempted to make comparisons with old versions of its device. (See, e.g., D.I. 210 at Ex. 30, ¶266, 208.) As discussed above, it is well-established that such comparisons are legally improper. “[L]ooking similar” does not constitute patent infringement. This is precisely the type of improper and prejudicial comparisons that have been rejected by courts.

***Comparing an accused product to figures in the asserted patents or Plaintiff’s products is not the mechanism for determining patent infringement and risks jury confusion and substantial prejudice to Sage.*** Any alleged similarities between Sage’s accused product and a patent figure or a product is irrelevant to any issue in this case, especially whether Sage infringes the asserted claims. Any probative value of such evidence may have is substantially outweighed by a risk of unfair prejudice to Sage. This is because such evidence would suggest to the jury a wholly improper standard for infringement and courts have already rejected this. See, e.g., *EMC Corp. v. Pure Storage, Inc.*, C.A. No. 13-1985-RGA, 2016 WL 775742, at 3-4 (D. Del. Feb. 25, 2016). (“Testimony that commercial embodiments support an expert’s opinions regarding the plain and ordinary meaning of claim terms would suggest that literal infringement can be established by a comparison between accused products and commercial embodiments.”) In *EMC*, the court

granted a motion *in limine* preventing introduction of evidence or argument based on expert testimony that embodiments in the asserted patents' specifications and commercial embodiments supported defendant's views on the meaning of claim terms. *Id.* The Court found that such testimony would suggest an improper infringement standard and was inadmissible. *Id.* "Suggesting, incorrectly, that literal infringement can be established by comparing accused products with specification or commercial embodiments would risk unfair prejudice that would substantially outweigh the probative value of testimony regarding the plain and ordinary meaning of claim terms bolstered by reference to specification and commercial embodiments." *Id.* at 4. Other courts have also excluded improper references to patent figures. *See, e.g., DataQuill Ltd. v. Huawei Techs. Co.*, No. 2:13-CV-633, 2015 WL 9450821, at \*2 (E.D. Tex. 2015) (expert "not permitted to confuse or mislead the jury by rendering comparisons of particular embodiments (such as, exemplary figures) to the accused products"); *EcoServices, LLC v. Certified Aviation Servs., LLC*, No. CV 16-01824, 2018 WL 3090013, at \*3 (C.D. Cal. 2018) (granting motion *in limine* to exclude inventor testimony regarding a prototype; "the role of the jury is to determine infringement based on a comparison of the claims of the [asserted] Patent and the [accused product]."); *see also ArcherDX, LLC et al. v. Qiagen Sciences, LLC et al.*, C.A. No. 18-1019-MN, D.I. 462 at 17 (Aug. 27, 2021) (jury instruction: "when performing this [infringement] comparison, you should be careful not to compare the accused [product] with...the descriptions in the [patents-in-suit]").

The same is true here. Jury confusion as to the proper standard for infringement and substantial prejudice to Sage will result if PureWick is permitted to compare the accused products to alleged embodiments of the asserted patents. "Looking similar" is not the standard for infringement, and PureWick should be prevented from eliciting testimony, making arguments, or offering any evidence that references such comparisons.

Dated: February 11, 2022

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on February 11, 2022, a copy of the foregoing document was served on the persons listed below in the manner indicated:

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**PUREWICK’S OPPOSITION TO SAGE MOTION IN LIMINE NO. 1**

Sage incorrectly argues that comparisons between an accused product and a patentee’s commercial product or embodiments in an asserted patent are improper as a matter of law. Such an assertion is too broad and not applicable where, as here, it is alleged that the defendant knew about and copied a commercial and patented embodiment. Specifically, comparisons between the accused PrimaFit and PureWick’s commercial product and embodiments in the patents are relevant evidence of copying that supports both non-obviousness and PureWick’s claim for willful infringement.<sup>1</sup> The comparison between the parties’ products also is relevant to support PureWick’s claim for lost profits. Accordingly, Sage’s motion should be denied.

The asserted ’376 and ’989 patents disclose different embodiments of the claimed inventions. One embodiment (in Figure 35) corresponds to PureWick’s current commercial product, and another (in Figure 38) corresponds to an earlier version of PureWick’s product. PureWick alleges Sage copied the earlier version of PureWick’s product (and the corresponding embodiment in the patent) and will show at trial that Sage had samples of that product and a copy of PureWick’s patent application describing the embodiment when Sage “developed” the PrimaFit.

Throughout this case, Sage has tried to exclude the embodiment in Figure 38 of the patents from the claims. First, Sage sought to exclude that embodiment during claim construction, but the Court refused. D.I. 128 at 11-12. Sage’s expert rehashed those same rejected claim construction arguments and the Court granted PureWick’s motion to preclude his opinions holding that “defendants cannot argue that the patent excludes such things as casings.” Feb. 23, 2022 Hearing Tr. at 5. Now Sage asks the Court to preclude PureWick from presenting evidence regarding the

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<sup>1</sup> Although the ’376 and ’989 patents had not yet issued, Sage was given confidential access to PureWick’s patent applications disclosing the embodiment Sage copied. *See* PTX-158.

clear similarities between Sage’s product, the embodiments in PureWick patents, and PureWick’s commercial product. But “[e]vidence of an alleged infringer’s copying or reverse engineering a competitor’s patented product is generally admissible on the ground that it is relevant to issues of inducement of infringement, willful infringement, or secondary considerations of obviousness.” *Sonos, Inc. v. D&M Holdings Inc.*, No. 14-1330-WCB, 2017 WL 5633204, at \*2 (D. Del. Nov. 21, 2017). The fact that Sage had knowledge of the original PureWick commercial product as well as the corresponding embodiment in PureWick’s patent application, and the clear similarities between that embodiment and the Sage accused product, supports a finding of copying.

Contrary to the position in Sage’s motion, the Federal Circuit’s “case law does not contain a blanket prohibition against comparing the accused product to a commercial embodiment.” *Adams Respiratory Therapeutics, Inc. v. Perrigo Co.*, 616 F.3d 1283, 1288 (Fed. Cir. 2010). In *Adams*, for example, the Federal Circuit held that “when a commercial product meets all of the claim limitations, then a comparison to that product may support a finding of infringement.” *Id.* at 1289; *see also TEK Glob., S.R.L. v. Sealant Sys. Int’l, Inc.*, 920 F.3d 777, 787–88 (Fed. Cir. 2019). The Federal Circuit has also held that comparison of the commercial product and accused product is relevant “for the purpose of demonstrating lost profits.” *Medtronic Navigation, Inc. v. BrainLAB Medizinische Computersysteme GmbH*, 603 F.3d 943, 962 (Fed. Cir. 2010) (affirming admission of commercial embodiment for a lost profits comparison). Here, PureWick’s female external catheter product is covered by the asserted claims of the ’376 and ’989 patents and, therefore, comparison of that product to Sage’s product is plainly relevant.<sup>2</sup>

Indeed, Sage’s cited cases do not categorically prohibit comparisons between an accused

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<sup>2</sup> Sage conceded at the February 23, 2022 hearing that such comparisons are proper for purposes of showing copying. Feb. 23, 2022 Hearing Tr. at p. 53 (“I think those facts are okay if he wants to compare the technological similarities.”).

product and embodiments in a patent. For example, in *Catalina Lighting, Inc., v. Lamps Plus, Inc.*, the Federal Circuit affirmed infringement despite the fact that the accused product was different from the patent figures. 295 F.3d 1277, 1286 (Fed. Cir. 2002). The Court did not find that the comparison was impermissible, only that it was insufficient to find infringement. *Id.* Similarly, in *Star Tech. Group v. Testerion*, the Court found that the plaintiff failed “to make any substantive argument” of infringement beyond “conclusory statements and a comparison of the accused device to Figure 3 of the patent.” No. 99-1168, 1999 WL 693829, at \*6 (Fed. Cir. 1999). The Court found the comparisons insufficient, not improper. *Id.*

Sage also relies on *EMC Corp. v. Pure Storage, Inc.*, but in that case the Court’s primary concern was with defendant’s attempt to argue claim construction to the jury and there was no “dispute between the parties regarding whether Pure may present evidence and argument relating to EMC’s commercial embodiments and embodiments in the specification *for purposes other than to establish the plain and ordinary meaning of claim terms.*” No. 13-1985-RGA, 2016 WL 775742, at \*3, n.3 (D. Del. Feb. 25, 2016) (emphasis added). The Court further stated that “[e]vidence of specification and commercial embodiments is not excluded for the other purposes Pure identifies in its proposed order.” *Id.*

To be absolutely clear, PureWick will prove infringement of the accused products by comparing the claims as construed by the Court to the accused products. But in view of the other issues in this case for which comparisons between the accused product and PureWick’s embodiments and products are relevant, Sage’s motion should be denied.<sup>3</sup>

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<sup>3</sup> Sage’s concern that the jury will be confused regarding the proper standard for determining infringement can be addressed through instructions specifying that infringement is determined by comparison of the construed claims to the accused products, whereas comparisons with a commercial product and/or an embodiment in a patent can be relevant to copying.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

PUREWICK CORPORATION,

Plaintiff and Counterclaim Defendant,

v.

SAGE PRODUCTS, LLC,

Defendant and Counterclaim Plaintiff.

C.A. No. 19-1508-MN

**SAGE’S REPLY IN SUPPORT OF SAGE’S MOTION *IN LIMINE* NO. 1  
TO PRECLUDE PLAINTIFF FROM COMPARING THE ACCUSED PRODUCTS TO  
PATENT FIGURES OR PLAINTIFF’S PRODUCTS**

PureWick insists it is permissible to compare the accused product to patent figures and commercial products to suggest similarities. But such comparisons are indisputably irrelevant to patent infringement, and numerous courts have confirmed how such comparisons only serve to mislead the jury and cause substantial prejudice. *See, e.g., EMC Corp. v. Pure Storage*, C.A. No. 13-1985-RGA, 2016 WL 775742, at 4 (D. Del. Feb. 25, 2016) (“Suggesting, incorrectly, that literal infringement can be established by comparing accused products with specification or commercial embodiments would risk unfair prejudice that would substantially outweigh the probative value of testimony...”);<sup>1</sup> *DataQuill Ltd. v. Huawei Techs. Co.*, No. 2:13-633, 2015 WL 9450821, at \*2 (E.D. Tex. 2015) (expert “not permitted to confuse or mislead the jury by rendering comparisons of particular embodiments (such as, exemplary figures) to the accused products”).

PureWick nonetheless asserts such comparisons are relevant to willfulness and damages. But allegedly “copying” a product that supposedly looks like a patent figure has no bearing on infringement or willfulness—particularly here where the patents-in-suit issued years after Sage released its product. *Bioverativ v. CSL Behring*, No. CV 17-914-RGA, 2020 WL 1332921, at \*2 (D. Del. Mar. 23, 2020) (“[c]opying [of] a product which is not protected by the patent laws is not illegal”). “To willfully infringe..., the patent must exist....” *NexStep v. Comcast*, No. 19-1031-RGA, 2019 WL 5626647, at \*3 (D. Del. Oct. 31, 2019). In any case, Sage seeks to preclude improper comparisons, not a claim that Sage’s products have certain features. PureWick also alleges the comparisons relate to lost profits (without explanation), but its own case admits that the “comparison might confuse the jury.” *Medtronic Nav. v. BrainLAB*, 603 F.3d 943, 962 (Fed. Cir. 2010). Any purported relevance is outweighed by the unfair prejudice and jury confusion.

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<sup>1</sup> PureWick’s distinction of *EMC* is misguided. As in *EMC*, Sage seeks to exclude comparisons, not products/figures themselves. PureWick’s reliance on *Adams Resp. v. Perrigo* is also misplaced. There, the claims themselves required comparison to a standard.

Dated: March 7, 2022

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# **SCHEDULE F5**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

PUREWICK CORPORATION,

Plaintiff and Counterclaim Defendant,

v.

SAGE PRODUCTS, LLC,

Defendant and Counterclaim Plaintiff.

C.A. No. 19-1508-MN

**SAGE'S MOTION *IN LIMINE* NO. 2 TO EXCLUDE PLAINTIFF FROM SUGGESTING  
UNPLED CAUSES OF ACTIONS INCLUDING SUGGESTIONS THAT SAGE  
BREACHED A MUTUAL CONFIDENTIALITY AGREEMENT**

Pursuant to at least Fed. R. Evid. 401, 402, and 403, Sage moves for an Order precluding PureWick from improperly referencing or suggesting at trial, either through counsel or by eliciting witness testimony, that Sage breached a July 5, 2016 mutual confidentiality agreement between PureWick and Sage (“the 2016 CDA”, Ex. 1). PureWick has included the 2016 CDA in its trial exhibit list and has impliedly suggested that there was a breach throughout this litigation (e.g., by suggesting that Sage somehow misused PureWick confidential information). Yet, PureWick never identified any “confidential information” provided to Sage under the 2016 CDA and never brought a claim for breach. And, unsubstantiated suggestions that Sage violated the 2016 CDA have no bearing on whether Sage infringes PureWick’s patents. Sage is not seeking to preclude PureWick from stating that the 2016 CDA exists; however, any implication that Sage violated its terms, when PureWick has never brought a claim alleging such a violation, will lead to jury confusion and substantial prejudice to Sage. Such arguments should be excluded.

***Background.*** In July 2016, PureWick and Sage entered into a mutual confidentiality agreement related to certain business discussions between the parties. (Ex. 1.) PureWick was purchased by C.R. Bard shortly thereafter and the parties’ discussions ceased. (D.I. 1 at ¶ 13.) In September 2017, Bard sent Sage a letter requesting assurances that Sage did not use any PureWick confidential information, and Sage responded and confirmed that it had not, noting that PureWick never provided any confidential information to Sage. (D.I. 12 at ¶¶ 26-27; Ex. 2 at 1-2.) Two years later, in August 2019, PureWick filed this suit alleging infringement of certain PureWick patents, but never alleged any breach of the 2016 CDA. (D.I. 1). Despite multiple additional amendments to its complaint (D.I. 9; D.I. 44), PureWick also never alleged breach. Indeed, despite repeated communications between the parties about the 2016 CDA (D.I. 12 at ¶¶ 26-27), at no point did PureWick allege that Sage violated any of its terms, nor did PureWick allege that it provided any

confidential information to Sage subject to the 2016 CDA (*see* Ex. 2 at 1-2). Yet, in this litigation, PureWick has repeatedly suggested—using the very existence of the 2016 CDA and its terms—that Sage has somehow violated it. For example, in addition to questioning Sage witnesses on the topic, PureWick has referenced the 2016 CDA as supposed evidence of Sage’s allegedly willful behavior. (D.I. 235 at 24). But how could the existence of an unbreached CDA prove any behavior that would suggest willful infringement of a patent?

***Unsubstantiated allegations of an alleged breach of the 2016 CDA at trial is irrelevant and risks jury confusion and substantial prejudice to Sage.*** Only evidence that is relevant is admissible. Fed. R. Evid. 402. This is a patent infringement case—not a breach of contract case. PureWick never brought a claim that PureWick provided any confidential information to Sage under the 2016 CDA, much less a claim that Sage misused such information in violation of the 2016 CDA. Implications that there was some type of unclaimed impropriety related to the 2016 CDA is irrelevant because it has no tendency to make any fact of consequence in this patent infringement case more or less probable. Allowing PureWick to suggest that there was a breach—without ever proving one under the terms of the agreement—would be a complete side show simply meant to inflame the jury. Moreover, such evidence would also require Sage to use limited trial time to elicit testimony to mitigate the side show. Indeed, even now, Sage has had to provide deposition testimony indicating that PureWick never provided confidential information to Sage. (Ex. 3 at 101-102.) Such irrelevant and inflammatory suggestions would unfairly prejudice Sage, confuse the issues, mislead the jury, and waste the Court’s time. Fed. R. Evid. 403.

Courts have consistently held that evidence related to an unpled cause of action should be excluded. In *Zaengle v. Rosemount, Inc.*, the plaintiff brought a claim for gender-based employment discrimination and retaliation. No. CIV.A. 08-2010, 2014 WL 296938, at \*3-4 (E.D.

Pa. Jan. 28, 2014). When plaintiff suggested her work territory was changed due to her leave under the FMLA, the defendant moved *in limine* to preclude such allegations because plaintiff never alleged breach of FMLA and the alleged FMLA-related events occurred before the events at issue in the litigation. *Id.* The court granted the motion, explaining “[i]f the jury were to believe plaintiff’s territory was reduced as a result of being on FMLA leave, it might find for plaintiff on a claim that plaintiff has not asserted in the Amended Complaint.” *Id.* at \*4. Similarly, in *Hicks v. Ass’n of Apartment Owners*, the court granted defendant’s motions *in limine* to preclude evidence related to claims and remedies not asserted in the plaintiff’s complaint. No. 14-00254HG-KJM, 2016 WL 3856134, at \*1 (D. Haw. July 13, 2016). Citing Fed. R. Evid. 403, the court found that “[e]xposing the jury to unsubstantiated allegations would cause significant confusion and distract the jury from its task.” *Id.* Likewise, the court in *Kessler v. NCL (Bahamas) Ltd.* excluded evidence of negligent design when the plaintiff had brought a negligence action but had not brought a claim for negligent design. No. 19-20583-CIV, 2020 WL 10459594, at \*2 (S.D. Fla. Sept. 30, 2020).

The case law is consistent. When a party seeks to offer evidence that only has probative value to an unpled cause of action (particularly in hopes of inflaming the jury based on unasserted and unproven causes of action), the evidence should be excluded. Yet, that is precisely the type of evidence that PureWick may seek to use at trial to create the implication of wrongdoing. If PureWick believed there was a violation of the 2016 CDA, then PureWick should have brought a suit alleging breach of contract any time over the past several years. PureWick never did so, but instead sued for patent infringement. Alleged breach or wrongdoing relating to the 2016 CDA is not relevant to any cause of action actually asserted here. Worse, admission of such evidence or argument would substantially prejudice Sage in contravention of Rule 403 and risk the jury finding against Sage on “a claim that plaintiff has not asserted.” *Zaengle*, 2014 WL 296938 at \*4.

Dated: February 11, 2022

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**EXHIBITS 1-3  
REDACTED IN  
THEIR  
ENTIRETY**

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on February 11, 2022, a copy of the foregoing document was served on the persons listed below in the manner indicated:

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**PureWick Opposition to Sage Motion in Limine No. 2**

Sage moves to preclude PureWick from arguing or “impliedly suggesting” at trial that Sage breached a July 5, 2016 mutual confidentiality agreement (“MCA”) between PureWick and Sage. Sage Mot. at 1. PureWick does not intend to argue or suggest that Sage breached the MCA. Indeed, Sage does not identify anything supporting its assertion that PureWick “has impliedly suggested that there was a breach throughout this litigation.” Sage Mot. at 1. Moreover, Sage does not ask the Court to exclude the testimony of any witness about the MCA, or identify any documents on PureWick’s trial exhibit list that should be excluded.

Although PureWick has no intention of asserting Sage breached the MCA, the MCA itself is relevant, as Sage concedes. *Id.* (“Sage is not seeking to preclude PureWick from stating that the 2016 CDA exists.”). In particular, the existence of the MCA is relevant to PureWick’s claims of willful infringement and copying. Because Sage concedes that the MCA is relevant, and Sage does not otherwise identify any documents or testimony relating to the MCA that it contends should be excluded, Sage’s motion should be denied.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

PUREWICK CORPORATION,

Plaintiff and Counterclaim Defendant,

v.

SAGE PRODUCTS, LLC,

Defendant and Counterclaim Plaintiff.

C.A. No. 19-1508-MN

**SAGE’S REPLY IN SUPPORT OF SAGE’S MOTION *IN LIMINE* NO. 2  
TO EXCLUDE PLAINTIFF FROM SUGGESTING UNPLED CAUSES OF ACTIONS  
INCLUDING SUGGESTIONS THAT SAGE BREACHED A MUTUAL  
CONFIDENTIALITY AGREEMENT**

Despite PureWick's claim that it "does not intend to argue or suggest that Sage breached the MCA" (Opp'n at 1), PureWick's Opposition confirms the opposite—that PureWick intends to imply Sage breached it. PureWick has used the 2016 CDA throughout this case as supposed evidence of willfulness. (D.I. 235 at 24.) This is reinforced by PureWick's Opposition where it again suggests that "the existence of the MCA is relevant to...willful infringement and copying." (Opp'n at 1.) But how does "the existence of" a CDA show someone is a willful infringer or copied if there was no misuse of confidential information? That is particularly true here where the CDA was signed almost three years before any of the patents-in-suit issued. (Mot., Ex. 1.) And, as explained in Sage's motion (and never refuted by PureWick), PureWick has never identified any "confidential information" provided under the 2016 CDA. (Mot. at 1-2.) Notably, PureWick neither cites case law nor provides any explanation in support of its conclusory statement that "the existence" of a CDA somehow is probative "of willful infringement and copying." (Opp'n at 1.)

Further, despite asserting that "PureWick has no intention of asserting Sage breached the MCA," that is precisely what PureWick has again done in its Opposition to Sage's other motion *in limine* (No. 1). There, PureWick once again makes the unsubstantiated assertion that PureWick provided Sage unidentified confidential information, implying that Sage misused it to "copy" PureWick's product—even though PureWick's product was publicly available prior to that time. (Pl. Opp'n to Def. MIL 1 at 1; Mot., Ex. 3 at 101-02.) Thus, PureWick states that it will not argue breach while at the same time doing the opposite. These unsubstantiated allegations are irrelevant and substantial prejudice to Sage will ensue if PureWick is allowed to make such insinuations.

Sage's motion should be granted because "[e]xposing the jury to unsubstantiated allegations would cause significant confusion and distract the jury from its task." *Hicks v. Ass'n of Apartment Owners*, No. 14-00254HG-KJM, 2016 WL 3856134, at \*1 (D. Haw. July 13, 2016).

Dated: March 7, 2022

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